
PRE-COUNCIL WORK SESSION —7:00 P.M.

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN

June 3, 2019

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [May 20, 2019](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Cynthia McGann, Executive Director, Good Worx Inc.
 - B. “Heart of Darien Award”
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [18-19-27](#)
 - B. Warrant Number — [19-20-03](#)
 - C. Warrant Number — [19-20-04](#)

13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Approve:
 - August 9th, 10th and 11th as the date for the Darien Chamber of Commerce to Hold the [DarienFest 2019](#) Celebration
 - Road Closures to Accommodate Windy City Amusement Co. including Clarendon Hills Road from Plainfield Road to 71st Street from 10:00 a.m. on Thursday, August 8th, 2019, until 5:00 P.M. on Monday, August 12th, 2019 (With Maintenance of Lane For Emergency Vehicles); Tennessee Avenue and 72nd Street to Bentley to be Closed Except for Local Traffic; No Parking on the North Side of 71st Street from Clarendon Hills Road to the West End of Darien Community Park; No Parking on Both Sides of Clarendon Hills Road from 71st Street to 69th Street; No Parking on the East Side of Bentley Avenue from 71st Street to 72nd Street; and Parking on One Side of Roger Road
 - Providing Police Protection and Public Works Services for the [DarienFest 2019](#) as Per Attached Agreement
 - B. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the Temporary Liquor License – [DarienFest 2019](#)
 - C. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Darien Lions Club](#)
 - D. Consideration of a Motion to Approve the Payment of Annual Dues for the Darien Police Department Participation with the DuPage Metropolitan Enforcement Group ([DUMEG](#)) Using State Drug Forfeiture Funds in the Amount of \$17,680
 - E. Consideration of a Motion to Approve a Resolution Authorizing the Purchase of [Five \(5\) Motorola APX 6000 Portable Radios](#) from the Emergency Telephone System Board (ETSB) of DuPage County Using Department of Justice Award Money in the Amount of \$20,979.65
 - F. Consideration of a Motion to Approve a Resolution Authorizing the Execution of an Intergovernmental Police Service Assistance Agreement to Join the [DuPage Metropolitan Emergency Response and Investigation Team \(MERIT\)](#)
 - G. Consideration of a Motion to Approve a Resolution Authorizing the Purchase of [two \(2\) Kubota Model ZD1511RL-60R Zero Turn Riding Mowers](#) from Russo Power Equipment Inc in the Amount of \$33,834.44
 - H. Consideration of a Motion to Approve a Resolution Authorizing the Purchase of [One New Radiodetection RD-8100 PXL TX10B Utility Location System](#) from Associated Technical Service, ATS in an Amount not to Exceed \$8,241

- I. Consideration of Motion to Approve Resolution Accepting a Proposal from Midwest Office Interiors to Replace the [Municipal Services Facility Task Chairs](#) in an Amount not to Exceed \$5,467.44
 - J. Consideration of a Motion to Approve a Resolution Authorizing the Purchase of [One \(1\) 2019 Telehandler Cat TH357D](#) in an Amount not to Exceed \$112,040 from Altorfer/Caterpillar Inc.
 - K. Consideration of a Motion Resolution Authorizing the Purchase of [One \(1\) 2019, Caterpillar Model 440-07 Backhoe Loader](#) in an Amount not to Exceed \$135,930 from Altorfer/Caterpillar Inc.
 - L. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute an [Intergovernmental Agreement with the Village of Downers Grove Regarding Street Maintenance Project on Williams Street](#), between Plainfield Road and 75th Street, within the Corporate Limits of the City of Darien
17. New Business
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE MAY 20, 2019 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:24 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

May 20, 2019

7:30 P.M.

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:30 P.M. by Mayor Marchese.

2. **PLEDGE OF ALLEGIANCE**

Mayor Marchese led the Council and audience in the Pledge of Allegiance.

3. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Thomas M. Chlystek	Ted V. Schauer
	Eric K. Gustafson	Mary Coyle Sullivan
	Joseph A. Kenny	

Absent:	Thomas J. Belczak
	Lester Vaughan

Also in Attendance:	Joseph Marchese, Mayor
	JoAnne E. Ragona, City Clerk
	Michael J. Coren, City Treasurer
	Bryon D. Vana, City Administrator
	Gregory Thomas, Police Chief
	Daniel Gombac, Director of Municipal Services

4. **DECLARATION OF A QUORUM** — There being five aldermen present, Mayor Marchese declared a quorum.

5. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

There were none.

6. **APPROVAL OF MINUTES** – May 6, 2019 City Council Meeting

It was moved by Alderman Kenny and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of May 6, 2019.

Roll Call: Ayes: Chlystek, Kenny, Schauer

Abstain: Gustafson, Sullivan

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Chlystek received...

...communication from Tom Yarbor, 600 block of Chippewa, regarding flooding in yard; Director Gombac will investigate issue.

...an anonymous inquiry regarding fire pit regulations; Director Gombac referred Alderman Chlystek to City Code for hours of operation.

Alderman Gustafson...

...received communication from Kathy Paskvan, 2000 block of Green Valley Road regarding vehicles speeding on Manning Road. Council discussion ensued regarding speed monitors/bumps, speed studies and data collection/reporting.

...commented regarding the lack of home address visibility from the street; Chief Thomas commented about the importance of clearly marked addresses in case of an emergency.

Mayor Marchese...

...received a letter from Hinsdale South High School regarding establishment of an ordinance regarding electric cigarettes. Mayor Marchese forwarded the letter to the Police Committee.

...received communication from Natalie Cesas, Senior at Downers Grove South High School, regarding environmental involvement/concerns. Mayor Marchese forwarded Ms. Cesas correspondence to the Environmental Committee.

8. **MAYOR'S REPORT**

A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF FRANK NOVERINI TO THE BOARD OF FIRE AND POLICE COMMISSIONERS

It was moved by Alderman Schauer and seconded by Alderwoman Sullivan to approve the motion as presented.

Roll Call: Ayes: Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF JOHN M. BRESLIN TO THE POLICE PENSION BOARD

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve the motion as presented.

Roll Call: Ayes: Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

C. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF ROBERT ERCK TO THE ENVIRONMENTAL COMMITTEE

It was moved by Alderwoman Sullivan and seconded by Alderman Gustafson to approve the motion as presented.

Roll Call: Ayes: Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

John M. Breslin and Robert Erck were not in attendance; Clerk Ragona administered the Oath of Office to Frank Noverini.

D. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF SYLVIA MCIVOR TO THE ENVIRONMENTAL COMMITTEE

It was moved by Alderman Schauer and seconded by Alderman Gustafson to approve the motion as presented.

Roll Call: Ayes: Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Sylvia McIvor.

E. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENTS OF HILDA GONZALEZ AND JULIE E. KASPROWICZ TO THE PLANNING AND ZONING COMMITTEE

It was moved by Alderman Sullivan and seconded by Alderman Kenny to approve the motion as presented.

Roll Call: Ayes: Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Hilda Gonzalez and Julie E. Kasprovicz.

F. PEOPLE’S RESOURCE CENTER

Jeni Fabian, Executive Director, provided the history of People’s Resource Center (PRC) and explained the services provided to DuPage County residents, which include: food pantry, clothes closet, social services, computer training and access, art studio, job research assistance and adult learning & literacy. Ms. Fabian invited residents to volunteer by calling 630-682-5402 or visiting www.peoplesrc.org for more information.

Ms. Fabian announced “Race to the Flag” on May 26, 2019, 8:00 – 10:30 A.M. – a run/walk hosted by the Westmont Park District with proceeds going to PRC. Mayor Marchese will forward event information to Administrator Vana for inclusion in Direct Connect.

Ms. Fabian addressed Council questions.

Mayor Marchese informed Council and audience that he will be awarding everyday people making extraordinary contributions to the City with a “Heart of Darien Award”. He stated the first award will be presented at the next City Council Meeting. Mayor Marchese encouraged residents to email him with their nominations, which need to include a brief background description of the contribution. Details regarding the “Heart of Darien Award” can be found on the City’s website and in Direct Connect.

9. **CITY CLERK’S REPORT**

Clerk Ragona announced that City offices will be closed on Monday, May 27, 2019 in observance of Memorial Day.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – APRIL 2019

The April 2019 Police Department Monthly Report is available on the City website.

Chief Thomas...

- ...stated the Police Department has 1000 followers on Twitter.
- ...commented on the aggravated robbery at Baskin Robbins.
- ...addressed question from Council.

B. MUNICIPAL SERVICES

Director Gombac commented City construction projects have been delayed due to weather; he requested residents to be patient.

Director Gombac addressed Council questions.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 18-19-26

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve payment of Warrant Number 18-19-26 in the amount of \$622,509.13 from the enumerated funds for a total to be approved of \$622,509.13.

Roll Call: Ayes: Chlystek, Kenny, Marchese, McIvor, Schauer

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. WARRANT NUMBER – 19-20-02

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve payment of Warrant Number 19-20-02 in the amount of \$356,883.03 from the enumerated funds, and \$302,756.81 from payroll funds for the period ending 05/09/19 for a total to be approved of \$659,639.84.

Roll Call: Ayes: Chlystek, Kenny, Marchese, McIvor, Schauer

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairman Sullivan announced the next meeting of the Administrative/Finance Committee is scheduled for June 3, 2019 at 6:00 P.M. in the City Hall Conference Room.

Municipal Services Committee – Alderman Kenny announced the next meeting of the Municipal Services Committee is scheduled for May 28, 2019 at 7:00 P.M.

Police Committee – Chairman Kenny advised the Police Committee meeting has been rescheduled to May 28, 2019 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren provided an update on the first quarter results. He stated the quarter was good for both investment managers, which yielded 8.38% and 8.39% respectively. Liaison Coren explained how the Police Pension Fund is funded.

14. **QUESTIONS AND COMMENTS – AGENDA RELATED**

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION ACCEPTING A 5-FOOT STORM SEWER EASEMENT FRONTING ELM

**STREET FROM THE FOLLOWING PROPERTY: 7318 SUNRISE AVENUE
09-26-111-024**

It was moved by Alderman Kenny and seconded by Alderman Schauer to approve the motion as presented.

Roll Call: Ayes: Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Belczak, Vaughan

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

18. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

Mayor Marchese...

...congratulated Darien Chamber of Commerce on the good turnout for the Darien Dash held on May 19, 2019.

...commented on the nice Pancake Breakfast at the Swim & Recreation Club on May 19, 2019.

...provided an update on his visit to Sunny Patch Farm and his meeting with Cynthia McGann. Mayor Marchese encouraged Council and residents to visit the farm; he stated volunteers are needed. Cynthia McGann will be a guest speaker at the next Council meeting.

Alderwoman Sullivan commented that there are planting beds at Our Lady of Mt. Carmel for their food pantry. Mayor Marchese stated a garden patch is located at City Hall.

19. **ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Alderman Kenny and seconded by Alderman Schauer to adjourn the City Council meeting.

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:21 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 5-20-19. Minutes of 5-20-19 CCM.

DRAFT



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 30, 2019**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund	\$11,045.56
Water Fund	\$33.81
Motor Fuel Tax Fund	\$549.28
Water Depreciation Fund	
Special Service Area Tax Fund	
E-Citation Fund	
Capital Improvement Fund	
State Drug Forfeiture Fund	
Federal Equitable Sharing Fund	
DUI Technology Fund	
Subtotal:	<u><u>\$11,628.65</u></u>
General Fund Payroll	
Water Fund Payroll	
Subtotal:	<u><u>\$ -</u></u>
Total to be Approved by City Council: <u><u>\$ 11,628.65</u></u>	

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 4/18/2019 Through 4/18/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DUPAGE COUNTY PUBLIC WORKS	21005549-01 SEWER BILL FOR CITY HALL	AP041819	4271	Utilities (Elec,Gas,Wtr,Sewer)	23.06
I.R.M.A.	APRIL EVENTS	AP041819	4219	Liability Insurance	5,000.00
I.R.M.A.	CREDIT- APRIL DEDUCTIBLE	AP041819	4219	Liability Insurance	(350.00)
				Total Administration	4,673.06

**CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/18/2019 Through 4/18/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
COM ED	FYE 19 0788310001 1041 S FRONTAGE RD	AP041819	4271	Utilities (Elec,Gas,Wtr,Sewer)	14.55
COM ED	FYE 19-CLOCK TOWER 0633028127	AP041819	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.70
				Total Public Works, Streets	71.25

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/18/2019 Through 4/18/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
COLLEGE OF DU PAGE	WORKPLACE VIOLENCE COURSE- PICCOLI	AP041819	4263	Training and Education	149.00
COLLEGE OF DU PAGE	WORKPLACE VIOLENCE COURSE- JUMP	AP041819	4263	Training and Education	149.00
DUPAGE COUNTY ANIMAL CONTROL	BAT REMOVAL AND EUTHANASIA (3)	AP041819	4201	Animal Control	535.00
DUPAGE COUNTY PUBLIC WORKS	21005550-01 SEWER BILL FOR POLICE DEPT	AP041819	4271	Utilities (Elec,Gas,Wtr,Sewer)	154.50
I.R.M.A.	APRIL EVENTS	AP041819	4219	Liability Insurance	5,000.00
TRI TECH FORENSICS	GEL LIFTERS FOR EVIDENCE DEPT	AP041819	4217	Investigation and Equipment	313.75
				Total Police Department	6,301.25
				Total General Fund	11,045.56

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/18/2019 Through 4/18/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
COM ED	FYE 19 0269155053 2101 W 75TH ST	AP041819	4271	Utilities (Elec,Gas,Wtr,Sewer)	19.26
COM ED	FYE 19 0788310001 1041 S FRONTAGE RD	AP041819	4271	Utilities (Elec,Gas,Wtr,Sewer)	14.55
				Total Public Works, Water	33.81
				Total Water Fund	33.81

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 4/18/2019 Through 4/18/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NORWALK TANK	CATCH BASIN ADJUSTMENT RINGS, PIPE FOR ROAD REHAB	AP041819	4257	Supplies - Other	549.28
				Total MFT Expenses	549.28
				Total Motor Fuel Tax	549.28
Report Total					11,628.65



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 3, 2019**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund	\$4,672.00
Water Fund	
Motor Fuel Tax Fund	
Water Depreciation Fund	
Special Service Area Tax Fund	
E-Citation Fund	
Capital Improvement Fund	
State Drug Forfeiture Fund	
Federal Equitable Sharing Fund	
DUI Technology Fund	
<i>Subtotal:</i>	<u><u>\$4,672.00</u></u>
General Fund Payroll	
Water Fund Payroll	
<i>Subtotal:</i>	<u><u>\$ -</u></u>
<i>Total to be Approved by City Council:</i>	
	<u><u>\$ 4,672.00</u></u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 5/1/2019 Through 5/5/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
GUARDIAN TRACKING, LLC	SOFTWARE RENEWAL (5-15-19 thru 5-14-20)	AP050119	4225	Maintenance - Equipment	1,442.00
NORTHEAST MULTIREGIONAL TRNG	34 MEMBERSHIP FEES (7-1-19 THRU 6-30-20)	AP050119	4263	Training and Education	3,230.00
				Total Police Department	4,672.00
				Total General Fund	4,672.00
Report Total					4,672.00

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 3, 2019**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund				\$39,021.96
Water Fund				\$27,705.88
Motor Fuel Tax Fund				\$24,793.30
Water Depreciation Fund				
Special Service Area Tax Fund				
E-Citation Fund				
Capital Improvement Fund				95,178.24
State Drug Forfeiture Fund				
Federal Equitable Sharing Fund				
DUI Technology Fund				
			Subtotal:	<u>\$186,699.38</u>
General Fund Payroll	05/23/19	\$	233,173.90	
Water Fund Payroll	05/23/19	\$	21,327.83	
		Subtotal:	\$	<u>254,501.73</u>
Total to be Approved by City Council:				<u>\$ 441,201.11</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 5/29/2019 Through 6/3/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BONNIE KUCERA	REIMBURSE FOR 50TH BANNER	AP060319	4239	Public Relations	362.77
COMCAST BUSINESS	CABLE BILL FOR CITY HALL	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.40
DARIEN CHAMBER OF COMMERCE	DARIEN DASH T-SHIRT BIRTHDAY SCREEN IMPRINT	AP060319	4239	Public Relations	177.25
GOVTEMPSUSA LLC	VANA - 5-12-19	AP060319	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA - 5-19-19	AP060319	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	KONICA COPIER CONTRACT (plus overage)	AP060319	4225	Maintenance - Equipment	164.41
NEOFUNDS	POSTAGE FOR NEW POSTAGE METER	AP060319	4233	Postage/Mailings	500.00
NEOFUNDS	POSTAGE LABELS FOR POSTAGE MACHINE	AP060319	4253	Supplies - Office	63.83
NEOFUNDS	CREDIT VOIDED CK 052685 TO RE-ISSUE	APCREDIT052...	4233	Postage/Mailings	(500.00)
OFFICE DEPOT	WHITE CARD STOCK	AP060319	4253	Supplies - Office	8.29
OFFICE DEPOT	ACCORDION FILES AND DRAWER ORGANIZER	AP060319	4253	Supplies - Office	72.86
OFFICE DEPOT	PAMPHLET ORGANIZERS -BUILDING DEPT	AP060319	4253	Supplies - Office	33.28
SUNCOM TV	CABLE ROOM TRICASTER REBOOT	AP060319	4815	Equipment	187.50
UNLIMITED GRAPHIX, INC.	AR INVOICES	AP060319	4235	Printing and Forms	302.55
UNLIMITED GRAPHIX, INC.	PAYROLL CHECKS	AP060319	4235	Printing and Forms	475.79
UNLIMITED GRAPHIX, INC.	ACCOUNTS PAYABLE CHECKS	AP060319	4235	Printing and Forms	475.79
				Total Administration	9,163.48

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 5/29/2019 Through 6/3/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DUPAGE LAWN AND HOME SERVICES	LAWN MAINTENANCE -6630 BENTLEY	AP060319	4328	Const/Prof Reimbursable	100.00
DUPAGE LAWN AND HOME SERVICES	LAWN MAINTENANCE -CLARENDON HILLS RD /PLAINFIELD	AP060319	4328	Const/Prof Reimbursable	150.00
DUPAGE LAWN AND HOME SERVICES	LAWN MAINTENANCE-7014 HIGH RD	AP060319	4328	Const/Prof Reimbursable	150.00
DUPAGE LAWN AND HOME SERVICES	LAWN MAINTENANCE -7628 WARWICK -2 MOWS	AP060319	4328	Const/Prof Reimbursable	100.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR INSPECTIONS (3)	AP060319	4328	Const/Prof Reimbursable	96.00
NEOFUNDS	POSTAGE FOR NEW POSTAGE METER	AP060319	4233	Postage/Mailings	50.00
NEOFUNDS	CREDIT VOIDED CK 052685 TO RE-ISSUE	APCREDIT052...	4233	Postage/Mailings	(50.00)
OFFICE DEPOT	PAMPHLET ORGANIZERS -BUILDING DEPT	AP060319	4253	Supplies - Office	33.27
				Total Community Development	629.27

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 5/29/2019 Through 6/3/2019

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	TRAILER PIN	AP060319	4225	Maintenance - Equipment	11.98
BANNERVILLE USA INC	ANNIVERSARY BANNERS	AP060319	4257	Supplies - Other	3,420.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW	AP060319	4219	Liability Insurance	87.94
COM ED	CLOCK TOWER 0633028127	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	52.69
COM ED	FYE 19 0788310001 1041 S FRONTAGE RD	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	13.50
CONSTELLATION NEW ENERGY, INC.	ENERGY-2510 ABBEY DR	AP060319	4359	Street Light Oper & Maint.	769.45
CORE & MAIN	GAS POWERED SAW	AP060319	4259	Small Tools & Equipment	3,529.83
FREEWAY FORD-STERLING TRUCK	REPAIR PARTS	AP060319	4229	Maintenance - Vehicles	40.92
GAS DEPOT	UNLEADED DYED FOR PD GENERATORS	AP060319	4223	Maintenance - Building	89.07
GAS DEPOT	UNLEADED DYED FOR PD GENERATORS	AP060319	4223	Maintenance - Building	221.56
GAS DEPOT	UNLEADED FUEL DELIVERY	AP060319	4273	Vehicle (Gas and Oil)	8,478.05
GRAINGER	WARNING SIGNS	AP060319	4219	Liability Insurance	24.24
GRAINGER	SAFETY SIGN	AP060319	4219	Liability Insurance	25.27
GRAINGER	PRESSURE REDUCING STATION	AP060319	4219	Liability Insurance	158.63
GRAINGER	PORTABLE LOCKOUT KITS, PATDLOCKS	AP060319	4219	Liability Insurance	1,000.37
GRAINGER	AIRGUN, TAPE, HOSES	AP060319	4229	Maintenance - Vehicles	83.67
KRISTOFER THROM	GAS STATION OPERATOR TRAINING	AP060319	4263	Training and Education	150.00
NEOFUNDS	POSTAGE FOR NEW POSTAGE METER	AP060319	4233	Postage/Mailings	50.00
NEOFUNDS	CREDIT VOIDED CK 052685 TO RE-ISSUE	APCREDIT052...	4233	Postage/Mailings	(50.00)
NICOR GAS	NICOR GAS 90841110001 1041 S FRONTAGE	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	142.63

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 5/29/2019 Through 6/3/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NORWALK SALES CO.	DRAINAGE PROJECTS: ELM STREET SUPPLIES	AP060319	4374	Drainage Projects	8,393.20
OCCUPATIONAL HEALTH CENTERS	DRUG SCREEN FOR SUMMER HELP	AP060319	4219	Liability Insurance	119.00
OFFICE DEPOT	TONER AN INK FOR PUBLIC WORKS	AP060319	4253	Supplies - Office	270.57
OFFICE DEPOT	OFFICE SUPPLIES FOR PUBLIC WORKS	AP060319	4253	Supplies - Office	52.95
RAGS ELECTRIC	TRIPPING BREAKER AT PW	AP060319	4223	Maintenance - Building	267.33
SHREVE SERVICES INC	TOPSOIL	AP060319	4374	Drainage Projects	448.00
SHREVE SERVICES INC	TOPSOIL	AP060319	4374	Drainage Projects	224.00
TRI-K INC	BODY GLOSS	AP060319	4225	Maintenance - Equipment	169.90
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP060319	4223	Maintenance - Building	69.97
				Total Public Works, Streets	28,314.72

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 5/29/2019 Through 6/3/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NEOFUNDS	POSTAGE FOR NEW POSTAGE METER	AP060319	4233	Postage/Mailings	350.00
NEOFUNDS	CREDIT VOIDED CK 052685 TO RE-ISSUE	APCREDIT052...	4233	Postage/Mailings	(350.00)
OCCUPATIONAL HEALTH CENTERS	REG UDS COLLECTION /RANDOM	AP060319	4205	Boards and Commissions	38.50
RAY O'HERRON CO. INC.	OBRIEN- ARMORSKIN	AP060319	4269	Uniforms	72.00
RAY O'HERRON CO. INC.	JUMP #314 - BP VEST	AP060319	4269	Uniforms	680.16
WILLIAM FOSTER	REIMBURSEMENT FOR SUBPOENA CASE # 17CF1042	AP060319	4020	Salaries - Officers	109.13
WILLOWBROOK FORD, INC.	TOUCH UP PAINT FOR SQUADS	AP060319	4229	Maintenance - Vehicles	14.70
				Total Police Department	914.49
				Total General Fund	39,021.96

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 5/29/2019 Through 6/3/2019

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
APEX INDUSTRIAL AUTOMATION	PLANT 2 PUMPS	AP060319	4231	Maintenance - Water System	4,892.45
APEX INDUSTRIAL AUTOMATION	PLANT 2 SYSTEM MAINTENANCE	AP060319	4231	Maintenance - Water System	133.40
ASSOCIATED TECHNICAL SERVICES	S20 LEAK SURVEYOR	AP060319	4231	Maintenance - Water System	4,560.00
BROTHERS ASPHALT PAVING	PATCHING ALTERNATE 2	AP060319	4231	Maintenance - Water System	2,268.24
CENTRAL SOD FARMS	BLUEGRASS	AP060319	4231	Maintenance - Water System	1,584.00
CENTRAL SOD FARMS	SOD FOR RESTORATIONS	AP060319	4231	Maintenance - Water System	288.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW	AP060319	4219	Liability Insurance	87.94
COM ED	FYE 20 0269155053 2101 W 75TH ST	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	42.63
COM ED	FYE 19 0788310001 1041 S FRONTAGE RD	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	13.49
CORE & MAIN	MARKING FLOSS	AP060319	4231	Maintenance - Water System	115.00
CORE & MAIN	WATER METERS	AP060319	4815	Equipment	4,270.00
CORE & MAIN	35 TOUCHPADS	AP060319	4815	Equipment	420.00
DYNEGY ENERGY SERVICES	ENERGY PLANT -18W736 MANNING	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	84.44
DYNEGY ENERGY SERVICES	ENERGY PLANT - 1220 PLAINFIELD RD	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,011.10
DYNEGY ENERGY SERVICES	ENERGY PLANT - LAKEVIEW & OAKLEY	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.25
DYNEGY ENERGY SERVICES	ENERGY PLANT - 9S720 LEMONT RD	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	103.16
DYNEGY ENERGY SERVICES	ENERGY PLANT - 87TH & RIDGE RD	AP060319	4271	Utilities (Elec,Gas,Wtr,Sewer)	134.61
EJ USA, INC.	FIRE HYDRANT EXTENSIONS	AP060319	4231	Maintenance - Water System	3,008.06
GRAINGER	PRESSURE REDUCING STATION	AP060319	4219	Liability Insurance	158.63
GRAINGER	SAFETY SIGN	AP060319	4219	Liability Insurance	25.27
GRAINGER	DANGER SIGNS	AP060319	4219	Liability Insurance	16.56
GRAINGER	PORTABLE LOCKOUT KITS, PATDLOCKS	AP060319	4219	Liability Insurance	1,000.37

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 5/29/2019 Through 6/3/2019

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
GRAINGER	HARD HATS	AP060319	4269	Uniforms	146.74
NEOFUNDS	POSTAGE FOR NEW POSTAGE METER	AP060319	4233	Postage/Mailings	50.00
NEOFUNDS	CREDIT VOIDED CK 052685 TO RE-ISSUE	APCREDIT052...	4233	Postage/Mailings	(50.00)
NICOR GAS	NICOR GAS 05002110004 1930 MANNING RD	AP060319-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	32.08
NICOR GAS	NICOR GAS 12344110007 1897 MANNING	AP060319-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	53.95
OFFICE DEPOT	OFFICE SUPPLIES FOR PUBLIC WORKS	AP060319	4253	Supplies - Office	52.94
OFFICE DEPOT	TONER AN INK FOR PUBLIC WORKS	AP060319	4253	Supplies - Office	270.57
SHREVE SERVICES INC	TOPSOIL	AP060319	4231	Maintenance - Water System	<u>1,904.00</u>
				Total Public Works, Water	<u>27,705.88</u>
				Total Water Fund	27,705.88

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 5/29/2019 Through 6/3/2019

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
EJ USA, INC.	STORM SEWER GRATES, INLETS	AP060319	4257	Supplies - Other	4,843.80
NORWALK SALES CO.	DRAINAGE PROJECT: MEADOW SUPPLIES	AP060319	4257	Supplies - Other	714.00
NORWALK TANK	SUPPLIES FOR SHOP	AP060319	4257	Supplies - Other	569.52
NORWALK TANK	BASIN AND BARREL	AP060319	4257	Supplies - Other	219.00
NORWALK TANK	DRAINAGE PROJECTS: MEADOW AND SHELLEY CT	AP060319	4257	Supplies - Other	1,556.25
SUPERIOR ROAD STRIPING, INC.	2019 STRIPING PROGRAM	AP060319	4261	Pavement Striping	16,890.73
				Total MFT Expenses	24,793.30
				Total Motor Fuel Tax	24,793.30

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 5/29/2019 Through 6/3/2019

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BROTHERS ASPHALT PAVING	PATCHING ALTERNATE 2	AP060319	4855	Street Reconstruction/Rehab	52,423.18
NORWALK SALES CO.	DITCH PROJECT: ELM STREET - PIPE /BELL JOINTS	AP060319	4376	Ditch Projects	7,717.80
NORWALK TANK	DITCH PROJECT: ELM STREET SUPPLIES	AP060319	4376	Ditch Projects	706.68
NORWALK TANK	DITCH PROJECT: ELM - ADJ RINGS	AP060319	4376	Ditch Projects	270.00
SCHOMIG LAND SURVEYORS LTD.	DITCH EASEMENT FOR ELM STREET	AP060319	4376	Ditch Projects	750.00
SCORPIO CONSTRUCTION CORP	DITCH PROJECT: JANET /ELEANOR	AP060319	4376	Ditch Projects	16,645.00
VULCAN CONSTRUCTION MATERIALS	DITCH PROJECT: ELM STREET STONE	AP060319	4376	Ditch Projects	5,550.73
VULCAN CONSTRUCTION MATERIALS	DITCH PROJECT: ELM STREET STONE	AP060319	4376	Ditch Projects	4,904.21
VULCAN CONSTRUCTION MATERIALS	DITCH PROJECT: ELM STREET STONE	AP060319	4376	Ditch Projects	1,070.24
WILLCO GREEN LLC	DITCH PROJECT: JANET DUMP FEES	AP060319	4376	Ditch Projects	1,188.00
XBE CHICAGO	DITCH PROJECT: JANET TRUCKING FEES	AP060319	4376	Ditch Projects	3,124.20
XBE CHICAGO	DITCH PROJECT: JANET TRUCKING FEE	AP060319	4376	Ditch Projects	828.20
				Total Capital Fund Expenditures	95,178.24
				Total Capital Improvement Fund	95,178.24
Report Total					186,699.38

AGENDA MEMO
CITY COUNCIL
Meeting Date: June 3, 2019

Issue Statement

1) Consideration of a Motion to Approve:

- August 9th, 10th and 11th as the date for the Darien Chamber of Commerce to Hold the DarienFest 2019 Celebration
- Road Closures to Accommodate Windy City Amusement Co. including: closure of Clarendon Hills Road from Plainfield Road to 71st Street from 10:00 a.m. on Thursday, August 8th, 2019, until 5:00 P.M. on Monday, August 12, 2019 (With Maintenance of Lane For Emergency Vehicles); Tennessee Avenue and 72nd Street to Bentley to be Closed Except for Local Traffic; No Parking on the North Side of 71st Street from Clarendon Hills Road to the West End of Darien Community Park; No Parking on Both Sides of Clarendon Hills Road from 71st Street to 69th Street; No Parking on the East Side of Bentley Avenue from 71st Street to 72nd Street; and Parking on One Side of Roger Road
- Providing Police Protection and Public Works services for the DarienFest 2019 as per attached agreement

2) Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the Temporary Liquor License – DarienFest 2019

BACKUP

Background/History

As a part of the City's commitment to DarienFest, the City provides police protection for the annual event and provides for the closure of certain streets in and around the DarienFest grounds at Darien Community Park. The Chamber will reimburse the City for any expenses relating to Police and Public Works services

Also, the Chamber has requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee. The Council has waived this fee in previous years for DarienFest.

Staff/Committee Recommendation

As directed

Alternate Consideration

As directed

Decision Mode

This item will be on the June 3, 2019 City Council Agenda for formal consideration.



May 13, 2019

Joe Marchese
 Mayor of Darien
 1702 Plainfield Road
 Darien, IL 60561

Dear Mayor Marchese:

The Darien Chamber of Commerce is once again planning the 32nd Annual Darien Fest to be held at Darien Community Park, 7100 Clarendon Hills Road. We do hereby request approval from the City of Darien for the following items:

- a) Dates and times to hold Darien Fest 2019: Friday, August 9th, (6pm to 10:30 pm), Saturday, August 10th, (1pm to 10:30 pm) and Sunday, August 11th, (1pm to 6pm).
- b) Road closures to accommodate Windy City Amusement Co. carnival rides including: closure of Clarendon Hills Road from Plainfield Road to 71st Street from 10:00 am on Thursday, August 8th, until 5:00pm on Monday, August 12th, (with maintenance of lane for emergency vehicles); Tennessee Avenue and 72nd Street to Bentley to be closed except for local traffic; no parking on the north side of 71st Street from Clarendon Hills Road to the west end of Darien Community Park; no parking on both sides of Clarendon Hills Road from 71st Street to 69th Street; no parking on the east side of Bentley Avenue from 71st Street to 72nd Street, and parking on one side only of Roger Road.
- c) Waiver of the \$50 Per-Day Fee for the Temporary City Liquor License, application attached.
- d) Police protection throughout the duration of DarienFest 2019. Per past request from the City of Darien, the Chamber has prepared the following sliding scale police reimbursement schedule Based on Net Profit:

1-19,999	10% or \$1200 minimum
20,000	2,000
25,000	2,500
30,000	3,000
35,000	3,500
40,000	4,000
45,000	4,500
50,000	5,000

On behalf of the Darien Chamber Board of Directors, please accept our continued thanks and appreciation for your continued support of this annual community event!

Sincerely,

April Padalik

Executive Director
 Darien Chamber of Commerce

AGREEMENT BETWEEN THE CITY OF DARIEN
AND THE DARIEN CHAMBER OF COMMERCE – 2019 DARIEN FEST

The City incurs certain expenses associated with the Darien Fest conducted by the Darien Chamber of Commerce. In order to offset the City's expenses the formula below will be used to determine the reimbursement amount the City will receive from the Chamber.

The Chamber will reimburse the City based on net profit made by the Chamber and the City's total expense including, but not limited to, employee overtime, outside contractor costs and materials such as barricade rentals. Net profit is the profit made by the Chamber after direct expenses have been deducted. No deduction is allowed for any allocated overhead items. Overhead items are those fixed Chamber expenses, including, but not limited to, regular salaries and other expenses that are incurred by the Chamber even if the fest did not occur.

REIMBURSEMENT FORMULA:

Chamber's Net profit	Reimbursement as a percentage of City costs	Reimbursement amount (example based on \$16,000 Darien Expenses) *
\$0 to \$19,999	15%	\$2,400
\$20,000	25%	\$4,000
\$25,000	30%	\$4,800
\$30,000	35%	\$5,600
\$35,000	40%	\$6,400
\$40,000	45%	\$7,200
\$45,000	50%	\$8,000
\$50,000	55%	\$8,800
\$55,000	60%	\$9,600
\$60,000	65%	\$10,400
\$70,000	70%	\$11,200
\$80,000	80%	\$12,800
\$90,000	90%	\$14,400
\$100,000	100%	\$16,000

* Actual reimbursement to be calculated after the Chamber's net profit and Darien expenses have been determined.

APPROVED:

City of Darien _____ Date _____

Chamber of Commerce _____ Date _____

CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE —

"THE SALE AT RETAIL OF ALCOHOLIC LIQUOR FOR CONSUMPTION ONLY AT THE LOCATION AND ON THE SPECIFIED DATES DESIGNATED FOR THE SPECIAL EVENT IN THE LICENSE." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.

NAME OF ORGANIZATION OR GROUP DARIEN CHAMBER OF COMMERCE

ADDRESS 1702 PLAINFIELD PHONE (630) 968-0004

TYPE OF EVENT DARIEN FEST 2019 - COMMUNITY FESTIVAL

LOCATION OF EVENT DARIEN COMMUNITY PARK - 7100 CLARENDON HILLS ROAD

DATE AND TIME OF EVENT AUG. 9-11, 2019 / (8/9) 6-10:30PM (8/10) 1-10:30PM (8/11) 1-6:00PM

NAME OF APPLICANT OR REPRESENTATIVE APRIL PASALIK

ADDRESS 1702 PLAINFIELD ROAD PHONE (630) 968-0004

NAME OF CHAIRMAN OF EVENT APRIL PASALIK

ADDRESS 1702 PLAINFIELD ROAD PHONE (630) 968-0004

April Pasalik

Signature of Applicant

FEE: _____

DATE PAID: _____

Date Approved: _____

Application Approved: _____

License No. Issued _____

Joseph A. Marchese, Liquor Commissioner

MANDATORY: PROOF OF DRAM SHOP INSURANCE MUST BE ATTACHED TO THIS APPLICATION COVERING DATE(S) OF EVENT AND DESIGNATING THE CITY OF DARIEN AS ADDITIONAL INSURED ALONG WITH A CHECK TO COVER FEE.

AGENDA MEMO
City Council
Meeting Date: June 3, 2019

Issue Statement

Consideration of a motion granting waiver of the raffle license bond requirement for the Darien Lions Club.

BACKUP

Background/History

The Darien Lions Club has applied for a B Raffle License. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations and has waived this requirement for the Darien Lions Club in the past.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Darien Lions Club raffle be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the June 3, 2019 City Council Agenda for formal consideration.



CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

- Class A License
 Class B License

NAME OF ORGANIZATION: Darien Lions Club Foundation

ADDRESS: 1702 Plainfield Rd., Darien IL 60561

TELEPHONE NUMBER: 630-750-7007 FAX NUMBER: _____

TYPE OF ORGANIZATION: Charitable
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Q Bar is main location. We will also sell at Darien Lions Club events which might include Eisenhower JHS (Pancake Breakfast), Darien Park District (Needy Food Baskets), Darien Community Park (Darien Days and Corn Tent Sales)

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Q Bar on M,W,F from 6-10 pm. At Lions events at scheduled times

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
Drawings will be every Monday at 8:30 pm

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Q Bar 8101 S. Cass Ave., Darien, IL 60561

I, Ken Khonke, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.



Ken Kohnke-President

ATTEST:



John Pearson-Secretary

Application completed by:
Don Cozzolino-Queen of Hearts Raffle Chairman
doncozzolino@ourland.com 630-750-7007

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
City Council
June 3, 2019

ISSUE STATEMENT

A motion approving the payment of annual dues for the Darien Police Department participation with the DuPage Metropolitan Enforcement Group (DUMEG) using State Drug Forfeiture funds in the amount of \$17,680. [BACKUP](#)

BACKGROUND/HISTORY

This item is included in the FYE20 budget for the amount of \$17,680 and will be taken from State Drug Forfeiture funds. The City, through its police department, participates in a county-wide drug enforcement task force managed by the Illinois State Police. The DuPage Metropolitan Enforcement Group (DUMEG) is staffed and funded by its member agencies within the county. The Darien Police Department is not a manpower contributor to DUMEG, but rather a fair share contributor. The fair share calculation is \$520 per authorized officer (34) for a total financial contribution of \$17,680.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, the Police Committee recommends that the City approve the annual dues payment for DUMEG in the amount of \$17,680.

ALTERNATE CONSIDERATION

The alternate consideration would be to not participate in the county-wide drug enforcement task force.

DECISION MODE

This item will be placed on the June 3, 2019, City Council Agenda for formal Council approval.



DU PAGE METROPOLITAN ENFORCEMENT GROUP

April 24, 2019

Chief Greg Thomas
Darien Police Department
1710 Plainfield Road
Darien, IL 60561

Dear Chief Thomas:

As approved by the DuPage MEG Policy Board your "Fair Share" contributions for FY20 to DuPage MEG is \$17,680.00.

This figure is based upon \$520 per authorized officer, as approved by the DuPage MEG Policy Board.

Please send your contribution directly to DUMEG by July 31, 2019 so that proper budgeting for FY20 may be implemented.

If you have any questions regarding your contribution, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley Bloom".

Director Bradley Bloom
Chairman, DuPage MEG

DUMEG

P.O. BOX 162 • CLARENDON HILLS, ILLINOIS 60514-0162
VOICE: 630 - 241 - 4784 FAX: 630 - 241 - 4774

AGENDA MEMO
City Council
June 3, 2019

ISSUE STATEMENT

A resolution authorizing the purchase of five (5) Motorola APX 6000 portable radios from the Emergency Telephone System Board (ETSB) of DuPage County using Department of Justice award money in the amount of \$20,979.65

RESOLUTION

BACKUP

BACKGROUND/HISTORY

In early March 2019 we were given first notice that some 300 portable police radios in the ETSB network needed to be replaced since it was found that they would no longer work with upcoming system changes in the radio network due to changes in technology. The Darien Police Department needs to replace five (5) Motorola XTS2500 radios with five (5) Motorola APX 6000 model radios. The radios will then require additional programming and enhancements to make it fully functional on the Starcom21 radio network.

This is a sole source request due to Motorola Solutions, Inc. owns and operates the STARCOM21 network. It is a statewide, 700/800 MHz, project 25 compliant, digital, trunked voice radio network that is open to all public safety and public service agencies in the state of Illinois. We are able to purchase the replacement Motorola radios from the ETSB at a discounted price negotiated by the ETSB.

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last two years, the Darien Police Department participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area, which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Agencies cannot use the funds received under the guidelines of the Equitable Sharing Program to replace or supplant the police department's regularly budgeted monies but augment the police budget. The police department may only use these seized monies in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program.

Proposals/Bids

(5) Motorola APX 6000 Portable Radios	
COMPANY	AMOUNT
ETSB - Motorola Solutions, Inc. (Sole Source)	\$20,979.65

STAFF/COMMITTEE RECOMMENDATION

Staff and Committee recommends approval of the resolution authorizing the purchase of five (5) Motorola APX 6000 portable radios using Department of Justice award money from ETSB in the amount of \$20,979.65.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

We will place this item on the June 3, 2019, City Council agenda for formal consideration.



Billing Address:
 DARIEN POLICE DEPT
 1710 PLAINFIELD RD
 DARIEN, IL 60561
 US

Quote Date:04/10/2019
 Expiration Date:07/09/2019
 Quote Created By:
 Chris Chisnell
 Chris.Chisnell@
 motorolasolutions.com

Customer:
 DARIEN POLICE DEPT
 Nick Skweres
 nskweres@darienil.gov
 630-353-8337

Contract: IL STARCOM21 CONTRACT +
 DUPAGE INCENTIVES

Summary:

Payment Terms: IL Government Prompt Payment Act 50 ILCS 505

Line #	Item Number	Description	Qty	Disc %	Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	5	27.0%	\$2,208.98
1a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	5	27.0%	\$73.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	5	27.0%	\$219.00
1c	QA03399AA	ADD: ENHANCED DATA APX	5	27.0%	\$109.50
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	5	0.0%	\$110.00
1e	H38BT	ADD: SMARTZONE OPERATION	5	27.0%	\$876.00
1f	QA00580AC	ADD: TDMA OPERATION	5	27.0%	\$328.50
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	27.0%	\$375.95



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

Line #	Item Number	Description	Qty	Disc %	Sale Price
2	Incentive	\$105 discount per radio for prior 2018 GPS & Enhanced Data Purchase. Expiration Date: 12/31/2019 Expiration Date: 12/31/2019	1	0.0%	-\$525.00

Subtotal \$29,255.00
Total Discount Amount \$8,275.35
Grand Total **\$20,979.65(USD)**

Notes:

- Radios Include Bluetooth and GPS.



Ed Rentka

From: ETSB <ETSB911@dupageco.org>
Sent: Monday, March 04, 2019 2:32 PM
To: Kraus, Eve
Subject: Radio pricing and End of Life Radios on DEDIRS
Attachments: APX6000 Quote.pdf; APX8000 Quote.pdf; Motorola APX8500 Dual Band Quote 3 3 2019.pdf

Good Afternoon

As you may be aware, the following subscriber units/radios have been or will be end of life:

XTL/XTS 5000 radios is 12/31/2018
XTL1500 & XTL 2500 12/31/2019

DuPage ETSB estimates that there are approximately 300 radios that fit into this category on the system. The units listed are not TDMA and GPS capable. This means that when the new CAD system goes live, these end of life radios will impact the DEDIRS transition to TDMA on any police or System-wide talk group on which they operate.

In addition, several fire agencies have indicated the desire to replace mobiles with dual band units.

A draft policy is being considered by the PAC tomorrow. This will be a first look at the policy and it will be distributed after the PAC's first look. This policy recommends the following radio units as replacements:

Single Band: APX6000 series
Dual Band: APX8000 series including ruggedized

Police agencies will not need dual band radios as going forward, their back up systems will be 800.

Accordingly, attached to this email is pricing for APX6000, APX8000 (ruggedized pricing to follow if there is an interest) and an APX mobile. It does not include mics, chargers and batteries. This pricing is based on 300 units. However, based on the commitment level, ETSB will work with Motorola for accessories and any other costs.

Please let ETSB know by March 18 if you are interested in purchasing radios. You should submit the type and quantity. You should respond to this email.

Thank you

Regards,
Eve Kraus
Administrative Assistant
DuPage ETSB
630-550-7743
eve.kraus@dupageco.org
etsb911@dupageco.org



A RESOLUTION AUTHORIZING THE PURCHASE OF (5) FIVE MOTOROLA APX 6000 PORTABLE RADIOS FROM THE EMERGENCY TELEPHONE SYSTEM BOARD (ETSB) OF DUPAGE COUNTY USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT OF \$20,979.65

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby approves a resolution authorizing the purchase of (5) five Motorola APX 6000 Portable Radios from the ETSB of DuPage County using Department of Justice award money in the amount of \$20,979.65.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council Meeting
June 3, 2019

ISSUE STATEMENT

Consideration of a resolution authorizing the execution of an Intergovernmental Police Service Assistance Agreement (IPSA) to join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT).

RESOLUTION **BACKUP**

BACKGROUND/HISTORY

In order to have an effective law enforcement mutual aid system, it is reasonable and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement mutual aid by and among signatory public agencies to the Intergovernmental Police Service Assistance (IPSA) Agreement.

This IPSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a given public agency. Each public agency which signs a copy of this IPSA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agencies resources, equipment and/or law enforcement personnel to the requesting public agency as circumstances permit and in accordance with the terms of this IPSA. The specific intent of this IPSA being to safeguard the lives, persons and property of citizens of the County of DuPage and the State of Illinois during an emergency, law enforcement need, or disaster by enabling other public agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

The establishment of MERIT, eliminates the need for and will combine existing IPSA organizations, Felony Investigative Assistance Team (FIAT) and the DuPage County's Major Crimes Task Force (MCTF) under MERIT's governing authority enhancing intergovernmental law enforcement capacity and communication while further promoting efficient operational structure to enhance positive public safety outcomes for the citizens of its members in a cost effective manner.

COMMITTEE RECOMMENDATION

The Police Committee recommends that the Mayor execute an Intergovernmental Police Service Assistance Agreement (IPSA) to join the DuPage Metropolitan Emergency Response and Investigation Team (MERIT)

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the June 3rd, 2019 City Council agenda for formal approval.

Metropolitan Emergency Response & Investigation Team (MERIT) of DuPage County

MERIT POLICY STATEMENT:

In 2018, the leadership of the DuPage County Major Crimes Task Force and the DuPage Felony Investigative Assistance Team (FIAT), in coordination with the DuPage County Association of Chiefs of Police recognized the benefit of consolidating both task force entities into a single county-wide task force that includes the DuPage County Sheriff's Police. The pooling of resources into a combined county-wide entity would lead to the expedient solution of serious crimes, critical incidents, and other law enforcement endeavors.

These agreements and regulations are made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of these protocols is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all the citizens.

We strongly emphasize that no city or village will assert jurisdiction where none exists, and that MERIT will not operate at cross purposes with any assisting agency. In *view* of the fact that some cases comprise a Federal violation as well as a State violation, the use of MERIT will not be extended where such dual jurisdiction exists, unless it be by mutual agreement with Federal authorities.

ORGANIZATION:

MERIT shall be governed by a twelve-member Executive Board; five variable and seven static positions. The five variable positions consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary, & Immediate Past Chairperson. Static positions on the Executive Board include, the MERIT Coordinator, Deputy Coordinators (3), DuPage County Sheriff, DuPage County Chiefs of Police Association Executive Board Member Chief, and the DuPage County States Attorney (non-voting).

The MERIT Chairperson, Vice Chairperson, Secretary, Treasurer, and Immediate Past Chair shall serve as a member of the Executive Board for two (2) consecutive years.

The election of the MERIT Chair and Vice Chairperson shall be held biennially and must be the Chief Executive Officer of a MERIT member agency. With the exception of the inaugural MERIT Executive Board, the Chair and Vice Chair shall be elected by a majority vote of the member agency's CEO's at the annual membership meeting. The election shall be by ballot. If there is but one nominee for the office, the election may be by voice vote. The inaugural MERIT Executive Board will be approved by majority vote at a general membership meeting of the DuPage County Chiefs of Police Association.

The remaining variable positions of Secretary and Treasurer shall be appointed by the Chairperson of the applicable year to a two-year term of office and must be the Chief Executive Officer of a MERIT member agency. Multiple officers from a single agency may not concurrently serve on the Executive Board. No individual may concurrently hold more than one position on the Executive Board.

Vacancies on the Executive Board shall be filled within 60 days.

Objections to rules or actions by the MERIT Executive Board may be made by any member. Objections by members will be brought to a vote by the general membership and decided by a majority *vote*.

OPERATIONS POLICY

The MERIT Executive Board shall appoint the MERIT Coordinator, Deputy Coordinators, and Commanders of each MERIT Component. Supervisory and Team Leader positions will be filled by the component Commanders with approval by the MERIT Executive Board. These appointments shall be selected from MERIT member agencies.

MEMBERSHIP:

Membership shall be limited to Illinois law enforcement agencies, as defined by Illinois Statute, in DuPage County.

Requests for membership, other than the inaugural members of FIAT, DuPage Major Crimes, Naperville PD, and the DuPage County Sheriff, must be reviewed and endorsed by the Executive Board. The Executive Board shall consider the requesting agencies commitment to provide personnel to the MERIT components. Only those requests that have received the endorsement of the Executive Board will be brought before the Participating Agencies CEO's for consideration at the annual MERIT membership meeting.

Membership shall be approved or disapproved by a majority vote of those member agencies present at the annual membership meeting or at a special meeting convened by the Chairperson of the Executive Board.

Membership may be suspended or revoked in those instances in which a member agency:

- Fails to meet their obligations in accordance with these bylaws or the MERIT Intergovernmental Police Service Agreement (IPSA);
- or is found to be responsible for behavior detrimental to law enforcement or whose continued membership would prove detrimental to MERIT.

Membership may only be suspended or revoked by a two-thirds vote of the member agencies.

The member agency shall have the opportunity to appear before the membership prior to any vote to suspend or revoke their membership.

The Chairperson of the Executive Board may convene a special meeting of the member agencies for the purpose of determining an agency's membership status (e.g. request for membership, suspension or revocation).

MEETINGS:

The Executive Board shall meet on a monthly basis. The date, time, and location of these meetings shall be determined by the Chairperson. Written notice stating the location, day, and time of any meeting of the membership shall be delivered either personally, by mail, fax, or electronic mail to each member entitled to vote at such meeting, not less than five (5) days before the date of the meeting by, or at the discretion, of the Chairperson, Secretary, or the Executive Board members calling the meeting. If mailed, the notice shall be deemed delivered when deposited in the U.S. Mail.

The membership shall meet on an annual basis. The annual membership meeting shall occur in April. The date, time, and location of the meeting shall be determined by the Executive Board. Special meetings of the Executive Board or member agencies may be called by the Chairperson, if MERIT business so dictates.

The Chairperson may suspend, cancel, or delay meetings if they are in conflict with other law enforcement activities. The Chairperson shall preside over all meetings. In the absence of the Chairperson, the Vice-Chair shall preside. An agenda and meeting minutes shall be made available to all member agencies prior to, and following a meeting.

OPERATIONS POLICY

RULES OF ORDER:

The rules contained in *Roberts Rules of Order* (current edition) shall govern MERIT in all cases to which they are applicable, and in which they are not inconsistent with the bylaws of MERIT.

Seven (7) voting members of the Executive Board, one of which must include the Chairperson or Vice Chairperson, shall constitute a quorum at Executive Board meetings.

All matters put to a vote at the Executive Board meetings shall be decided by a majority vote of the board, unless otherwise stated in these bylaws.

The presence of a majority of the member communities shall constitute a quorum at the annual membership meeting.

All matters put to a vote at the annual membership meeting shall be decided by a majority vote. Member agency Chief Executive Officers shall each have one vote.

COMMIITEES:

The Executive Board shall create such committees as are deemed necessary to accomplish the purpose and needs of MERIT.

OPERATIONAL COMPONENTS:

MERIT shall be comprised of nine (9) operational components:

- Crisis Negotiations
- SWAT
- K-9 Response
- Major Crash Reconstruction
- Incident Management Assistance Team (IMAT)
- Planned Events
- Crime Scene Investigation
- Computer Forensics
- Investigations
- Major Crimes / OIS
- Intelligence

Police officers assigned to a MERIT component shall be restricted to full-time, salaried, commissioned law enforcement officers of the participating law enforcement agency.

MERIT COORDINATOR, DEPUTY COORDINATORS, AND COMMANDERS:

The MERIT Coordinator, Deputy Coordinators, and Commanders will be appointed by the Executive Board and shall serve at their discretion.

The MERIT Coordinator will act as a liaison to all the member agencies in overseeing the day-to-day affairs of MERIT, particularly during inactive periods.

The MERIT Coordinator shall be assisted by the three Deputy Coordinators. A Deputy Coordinator shall serve as the Coordinator during those instances in which the Coordinator is unavailable.

OPERATIONS POLICY

The MERIT Coordinator shall:

- Ensure the maintenance of pertinent call-out information, i.e. contact names and phone numbers at member agencies.
- Disseminate reports, including summaries of MERIT activations. Compile an annual report on a calendar year basis for distribution to all members.
- Disseminate a statistical analysis of MERIT activations, arrests, clearances, critical incidents, and results of investigations.
- At the direction of the Executive Board, and in conjunction with the component supervisor, develop or arrange training for MERIT members.
Oversee financial expenditures relating to MERIT by providing documentation to the Executive Board for approval prior to expenditures being made, except in an emergency where the approval of the President or the President's designee is authorized. Prepare fiscal reports to be distributed at the Executive Board quarterly meetings and the annual membership meeting.
- Maintain all records of MERIT.
- Consult with the Executive Board and advise them of the status of ongoing MERIT operations.

COMPONENT COMMANDERS:

Component Commanders will be appointed by the Executive Board and shall serve at their discretion. The Deputy Coordinator overseeing Major Crash Reconstruction and IMAT shall serve as the Planned Events Component Coordinator.

The Commander of each component will:

- Maintain pertinent call-out information, i.e., contact names and phone numbers at member agencies.
- Oversee equipment assigned to the component.
- Ensure the preparation all reports, including summaries of MERIT activations.
Maintain a statistical analysis of MERIT activations, arrests, and clearances, by-products of the investigation, man-hours expended, leads investigated, and interviews conducted.
- At the direction of the Executive Board, develop or arrange training for MERIT members.

TRAINING:

Members of MERIT will be trained by the member agency, so that each will be able to handle any facet of a MERIT Operation. MERIT training may be provided to supplement and update departmental training, with the goal of enhancing MERIT. Lesson plans for MERIT component training will be approved by the Executive Board through the MERIT Coordinator. Component Commanders are responsible for maintenance of MERIT component training records. All MERIT lesson plans, training records, and related documents created for MERIT remain the property of MERIT and must be authorized for use outside of MERIT by the Executive Board.

PROCEDURES FOR ACTIVATION OF MERIT:

MERIT activations are considered the highest priority and take precedence over normal duty assignments. However, MERIT recognizes the need for member agencies to maintain sufficient staffing levels, and as such does not require an agency to immediately release a component member if doing so would compromise that agency's effectiveness. Member agencies are expected to make every effort to replace and release on-duty component members as soon as possible. Component members will become subordinate to the component supervisor until the termination of the activation.

OPERATIONS POLICY

Patrol supervisors from member jurisdictions have the authority to request the activation of a MERIT component. The request to activate a component can be made by contacting the designated PSAP or MERIT Coordinator.

The Lombard Police Department will notify the component commander of the request. The component commander will review the request and, if appropriate, authorize the activation of the component.

Requests for assistance for Planned Events should go directly to the Deputy Coordinator overseeing same. Requests for the Computer Forensics component may be made by directly contacting the component Commander. The MERIT Chairperson, or designee, must authorize a response request from a non-member agency.

The Chairperson of the Executive Board shall have the authority to authorize the activation and deployment of a MERIT component in those instances not expressly permitted by policy, if doing so is based on an exigent need and all other law enforcement resources have been depleted or are not available.

COMMAND STRUCTURE DURING ACTIVATIONS:

The requesting agency incident commander during any MERIT activation shall be designated by the Chief Executive Officer of the requesting agency. The command structure utilized by any MERIT component during an activation will be consistent with that component's operations policy.

FISCAL YEAR:

The fiscal year of MERIT shall be from May 1st to April 30th.

DUES:

Annual dues shall be \$4,000. Annual dues shall be invoiced prior to May 15th. Dues must be paid by June 30th of the applicable fiscal year. Changes to the annual membership dues of MERIT by the Executive Board shall be approved by majority roll-call vote by the participating member agencies CEO at the annual membership meeting.

PERIODIC POLICY REVIEW:

The MERIT Executive Board will review this policy annually and recommend changes as necessary. Changes to the bylaws must be approved by the MERIT member agencies in the manner outlined in the "Rules of Order".

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT TO JOIN
THE DUPAGE METROPOLITAN EMERGENCY RESPONSE
AND INVESTIGATION TEAM (MERIT)**

WHEREAS, the City of Darien, DuPage County, of the State of Illinois is a duly constituted public agency of the State of Illinois, and;

WHEREAS, the City of Darien, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the City of Darien, and;

WHEREAS, the recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

WHEREAS, a given public agency can, by entering into an Intergovernmental Police Service Assistance Agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

WHEREAS, in order to have an effective Intergovernmental Police Service Assistance Agreement for law enforcement resources and services, the City of Darien recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

WHEREAS, the City of Darien recognizes the need to develop an effective Intergovernmental Police Service Assistance Agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into an Intergovernmental Police Service Assistance Agreement for law enforcement services and resources with other like-minded public agencies, and;

WHEREAS, the City of Darien also recognizes the need for the existence of a public agency, formed by an Intergovernmental Police Service Assistance Agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to an Intergovernmental Police Service Assistance Agreement for law enforcement services and resources, and;

WHEREAS, the City of Darien has been provided with a certain "Intergovernmental Police Service Assistance Agreement" which has been reviewed by the elected officials of the City of Darien, and which other public agencies in the County of DuPage, State of Illinois are prepared to execute, in conjunction with the City of Darien, in order to provide and receive law enforcement mutual aid services, as set forth in the "Intergovernmental Police Service Assistance Agreement," and;

RESOLUTION NO. _____

WHEREAS, it is the anticipation and intention of the City of Darien that this “Intergovernmental Police Service Assistance Agreement” will be executed in counterparts as other public agencies choose to enter into the “Intergovernmental Police Service Assistance Agreement” and strengthen the number of signatory public agencies and resources available from those public agencies, and;

WHEREAS, it is the anticipation and intent of the City of Darien that the “Intergovernmental Police Service Assistance Agreement” will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the “Intergovernmental Police Service Assistance Agreement” over time, and be considered as if all signatory public agencies to the “Intergovernmental Police Service Assistance Agreement” had executed the “Intergovernmental Police Service Assistance Agreement” at the same time,

NOW THEREFORE, be it resolved by the Mayor and Board of Trustees of the City of Darien, County of DuPage, State of Illinois, as follows:

SECTION 1: This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of an Intergovernmental Police Service Assistance Agreement and the Existence and Formation of the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) by Intergovernmental Cooperation, a copy of which is attached hereto as [Exhibit A](#).

SECTION 2: The Resolution Authorizing the Execution of an Intergovernmental Police Service Assistance agreement and the Existence and Formation of the DuPage Metropolitan Emergency Response and Investigation Team (MERIT) by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The Mayor and City Clerk of the City of Darien are hereby authorized to sign, execute, and deliver the agreement known as the “Intergovernmental Police Service Assistance Agreement,” and thereby enter into an intergovernmental agreement with such other public agencies of the County of DuPage, State of Illinois as are likewise willing to enter into said “Intergovernmental Police Service Assistance Agreement,” and recognize the existence and formation of the DuPage Metropolitan Emergency Response and Investigation Team, as set forth in the “Intergovernmental Police Service Assistance Agreement.”
- b. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

FURTHER, be it resolved that this resolution shall be entered upon the journals of the City Council of the City of Darien.

RESOLUTION NO. _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

Recitals

This Intergovernmental Police Service Assistance (IPSA) Agreement is executed, in multiple counterparts, by the public agency shown upon last page hereof on the date that is set forth on the last page of this (IPSA) for the uses and purposes set forth herein.

Whereas, the undersigned public agency of the state of Illinois does hereby declare that it is in the best interest of the signatory public agency to make provision for law enforcement mutual aid in the event the undersigned public agency should need law enforcement mutual aid, and;

Whereas, the undersigned public agency of the State of Illinois recognizes that law enforcement mutual aid is most effective if those public agencies who could potentially benefit from law enforcement mutual aid are willing to provide law enforcement mutual aid to other public agencies who are willing to enter into a mutual aid agreement such as this Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement mutual aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 2020/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement mutual aid system, it is reasonable and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement mutual aid by and among signatory public agencies to the Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, this IPSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a given public agency; each public agency which signs a copy of this IPSA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agencies resources, equipment and/or law enforcement personnel to the requesting public agency as circumstances permit and in accordance with the terms of this IPSA; the specific intent of this IPSA being to safeguard the lives, persons and property of citizens of the County of DuPage and the State of Illinois during an emergency, law enforcement need, or disaster by enabling other public agencies to provide additional resources, equipment and/or law enforcement personnel as needed and;

Whereas, the establishment of MERIT, as described below, eliminates the need for and will combine existing IPSA organizations, FIAT and the MCTF under MERIT'S authority enhancing intergovernmental law enforcement capacity and communication while further promoting efficient operational structure to enhance positive public safety outcomes for the citizens of its members in a cost effective manner.

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Whereas all units of local government signing this Agreement shall be referred to herein as Participating Agencies.

Now, therefore, the undersigned public agency does hereby enter into this IPSA with each and every other public agency which signs a counterpart copy of this IPSA and agrees and contracts as follows:

Section 1. Incorporation of Recitals.

The foregoing Recitals are incorporated herein and shall constitute material elements of this IPSA Agreement.

Section 2. Purpose.

Participating Agencies recognize that in certain situations the lawful use of law enforcement personnel and equipment to perform law enforcement duties outside of the territorial limits or jurisdiction of that unit of local government is desirable and reasonable in order to promote the preservation and protection of the health, safety and welfare of the public.

Section 3. Power and Authority.

A. Rendering and Requesting Aid. Each Participating Agency agrees that all other Participating Agencies and their employees rendering aid or assistance under this agreement shall be vested with the same jurisdictional powers and authority as the Participating Agency and its employees to which they are rendering aid or assistance, even should that unit of local government's boundaries extend beyond the geographic boundaries of DuPage County. Each "Participating Agency" approving this IPSA Agreement) agrees to render and request mutual law enforcement personnel, equipment, resources and facilities ("Resources") to and from other Participating Agencies to the extent such Resources not required for adequate protection of the Participating Agency. The discretionary judgment of each Participating Agency, by its police chief, director of public safety or his/her designee, as to the amount of its resources available to render aid shall be final.

B. Command and Employment. Law enforcement personnel of a Participating Agency commanded by their superior authority to perform duties under this IPSA Agreement within the jurisdiction of a requesting Participating Agency shall be under the direction and authority of the chief law enforcement officer, or his or her designee, of the requesting Participating Agency. However, at all times such law enforcement personnel from a responding Participating Agency shall remain employees of the responding Participating Agency and such Agency shall be solely responsible for all compensation, benefits, and insurance coverages owed such employees.

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

C. Reimbursement. Except as otherwise agreed to in writing between a requesting and responding Participating Agency, all Resources provided under this IPSA Agreement shall be provided without reimbursement to the responding Participating Agency from the requesting Participating Agency.

D. Withdrawal or Termination: Any Participating Agency may withdraw or terminate its participation in this Agreement upon sixty (60) day written notice to The MERIT board's chairperson. All annual fees payable to MERIT shall be paid prior to the effective date of withdrawal or termination and shall not be refunded or prorated: the obligation being annual regardless of the date of withdrawal or termination.

E. MERIT Member Termination. The chairperson may terminate a Participating Members membership in Merit upon 60 days written notice to the Participating Member of its failure or refusal to pay its annual fees. If a Participating Agency becomes a Requesting Participating Agency before the expiration of the 60 days it shall be obligated to pay MERIT the full annual fee for that year.

F. Dissolution. The Executive Board may vote to dissolve the MERIT Organization in accordance with the provisions stated herein. Dissolution may be considered at a regular meeting or special meeting called for consideration of the dissolution. A quorum of all directors of the MERIT Organization must be in attendance at any regular or special meeting at which dissolution is considered. Dissolution must be approved by a two-thirds vote of the directors in attendance. All participating agencies shall be given fourteen days' notice of the meeting date where the dissolution vote is on the agenda. Dissolution will not become effective until 90 days from the date the Resolution of Dissolution is adopted. The chairperson will immediately notify all members of the MERIT Organization of the dissolution. The Chairperson shall be authorized to effect the dissolution of the MERIT Organization upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the MERIT Organization.

Section 4. Insurance and Indemnification.

A. Insurance. Each Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency, its Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

1. Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
 4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
 5. The above listed minimum amounts of coverage shall not apply to self-insured Agencies.
- B. Indemnification. Each Participating Agency agrees that it shall be responsible for defending itself and indemnifying its own officers or employees in any action or dispute arising in connection with, or as a result of, this IPSA Agreement bought by non-party's to the Agreement. The requesting Participating Agency also agrees that this IPSA Agreement shall not give rise to any liability or responsibility for the failure of any other Participating Agency to respond to any request for assistance.
- C. Reciprocal waiver and release. Except as provided in subsection D of this Section 4, each Participating Agency hereby waives, releases, and discharges all other Participating Agency's from any and all claims, actions, causes of action, injuries, deaths, costs or expenses resulting from any actionable error or omission of that Participating Agency in its performance of this Agreement at the request of a requesting Participating Agency.
- D. Defense. In the event that DuPage Metropolitan Emergency Response and Investigation Team (MERIT) is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Participating Agency requesting aid shall be responsible, at its sole cost, for the defense of MERIT in such lawsuit, claim or action.

Section 5. DuPage Metropolitan Emergency Response and Investigation Team

- A. Authority. The DuPage Metropolitan Emergency Response and Investigation Team (MERIT) shall carry out the mutual aid roles and responsibilities of the Participating Agencies and is not a separate, independent public agency under 5 ILCS 220/2. All Participating Agencies shall be members of The DuPage Metropolitan Emergency Response and Investigation Team. The DuPage Metropolitan Emergency Response and Investigation Team shall be governed by an Executive Board that shall be responsible for developing bylaws, rules, and regulations to carry out the terms and conditions of this IPSA Agreement provided such rules and regulations are not inconsistent with the terms of this IPSA Agreement. Participating Agencies agree to abide by all rules and regulations properly adopted and approved by The DuPage Metropolitan Emergency Response and Investigation Team Executive Board. Each Participating Agency agrees not to hold itself out as an agent of The DuPage Metropolitan Emergency Response and

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Investigation Team and will instruct each of its employees that they are not to hold themselves out as employees or agents of The DuPage Metropolitan Emergency Response and Investigation Team.

- B. A copy of MERIT's initial by-laws are attached hereto and incorporated herein as if fully set forth a group exhibit 1. The by-laws may be amended by MERIT's executive board, without amendment of this Agreement in accordance with the terms of those by laws, except that amendments to the by-laws which increase MERIT's budget and result in a request to a Participating Agency for an increased payment shall not become effective until approved in the sole discretion of the corporate authorities of the Participating Member. If the Corporate Authorities of a Participating Member refuse or fail to pay a budget obligation to MERIT, the Chairperson shall proceed with termination as Set forth in Section 3 E.
- C. Executive Board. The MERIT Executive Board shall consist of twelve (12) persons comprised of the following:
 - a. The MERIT Coordinator and three Deputy Coordinators.
 - b. The DuPage County Sheriff
 - c. Five (5) Chief Executive Officers from Participating Agencies.
 - d. A current Executive Board member of the DuPage County Chiefs of Police Association.
 - e. DuPage County States Attorney Designee (non-voting member).

Section 6. Effective Date and Term. This IPSA Agreement shall become effective upon its adoption by ordinance by at least two units of local government. Upon adoption of an ordinance approving this IPSA Agreement, a unit of local government shall be deemed a Participating Agency. Additional units of local government may become Participating Agencies upon prior approval of the MERIT Executive Board which approval shall not be unreasonably withheld.

Section 7. General Conditions.

- A. Amendment. No amendment or modification to this IPSA Agreement shall be effective unless and until the amendment or modification is in writing and properly approved by each Participating Agency.
- B. Binding Effect and Assignment. The rights and obligations in this IPSA Agreement bind the Participating Agencies and may not be assigned or transferred.
- C. Third Party Beneficiary. There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be interpreted or deemed to constitute a waiver or compromise of any and all statutory or common law immunities or privileges available to Participating members, their employees,

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

agents and assigns, which are asserted by all Participating Members to the full extent allowed by law.

- D. Governing Laws and Venue. This IPSA Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The exclusive venue for the enforcement of the provisions of this IPSA Agreement or its construction or interpretation shall be in a court of law located in DuPage County, Illinois.
- E. Entire Agreement. This IPSA Agreement constitutes the entire agreement between the Participating Agencies and supersedes all prior agreements and negotiations between them, whether written or oral relating to the subject matter of this IPSA Agreement.
- F. Waiver. The failure of a Participating Agency to exercise at any time any rights under this IPSA Agreement shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a Participating Agency's right to enforce such rights or any other rights.

SIGNATURE PAGES ATTACHED

**METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION
TEAM (MERIT) OF DUPAGE COUNTY**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year above written.

CITY OF DARIEN

By:

JOSEPH A. MARCHESE
Mayor

Date

Attest:

JOANNE RAGONA
Village Clerk

Date

METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT)

By:

Chairperson of the MERIT Executive Board

Date

By:

Vice Chairperson of the MERIT Executive Board

Date

AGENDA MEMO
City Council
June 3, 2019

ISSUE STATEMENT

Approval of a resolution authorizing the purchase of two (2) Kubota Model ZD1511RL-60R zero turn riding mowers from Russo Power Equipment Inc in the amount of \$33,834.44.

RESOLUTION

BACKGROUND/HISTORY

The FY 19/20 Budget approved funds to replace a 2008, Kubota ZD326S Mower Unit # 207. The City Mechanic and staff have determined that the equipment has served its useful life and requires replacement. See [Attachment A](#).

Due to the rigorous landscape maintenance schedule staff is requesting an additional zero turn mower. The department would have a total of three of these types of mowers. This additional machine would allow staff to maintain an optimal and efficient grass-cutting schedule. This task is also extremely important during the rainy growing season. The department maintains 33 acres of turf area and various right of ways throughout town.

The 2019 Kubota Model ZD1511RL-60R would be purchased through the National Joint Powers Alliance, NJPA, Contract No 062117-KBA, as awarded to Russo Power Equipment.

The FY19/20 Budget includes funding for the vehicle through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4815	Equipment	\$ 35,000.00	\$ 33,834.44	\$ 1,165.56

COMMITTEE RECOMMENDATION

Municipal Services Committee requests approval of this resolution authorizing the purchase of two (2) Model ZD1511RL-60R zero turn riding mowers from Russo Power Equipment Inc in the amount of \$33,834.44.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be on the June 3, 2019 City Council agenda for formal consideration.

MEMO

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	207	DEPARTMENT	Street	DATE
MODEL YEAR	2008	MODEL	2D3265	5-21-19
CURRENT MILEAGE		CURRENT HOURS	3157	
			MAXIMUM POINTS	VEHICLE SCORE
AGE				
	Department	Street		
	Life Expectancy	12		
	Age as of Report Date	11		
	AGE: Meets Requirements		20	20
USAGE				
	MILES			
	HOURS	3157		
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	8.41
TYPE OF SERVICE				
	1-LIGHT DUTY			
	15-CRITICAL DUTY			
	SERVICE: Meets Requirements		15	6
RELIABILITY				
	RELIABILITY: Frequency or Visits for Service			
	RELIABILITY: Meets Requirements		15	15
MAINTENANCE AND REPAIR COSTS				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	10,200.00		
	LIFE TO DATE REPAIR COST	5,963.87		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	58.47%		

UNIT NO	207	DEPARTMENT		DATE	
MODEL YEAR		MODEL		5-21-19	
CURRENT MILEAGE		CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
PERCENTAGES OF REPAIR POINTS	POINTS				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements		10	7	
CONDITION					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements		15	15	
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	5	
TOTAL POINTS			100	76.41	

LB/57

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
207: 2008 KABOTA ZD326S 15361	0000028085	194	/01							
	02-17: TIRES,TUBES,ETC			10/14/08	08/01	002		\$10.90	\$15.00	1.00
	0000028139	225	/01							
	01-PMA: PREV. MAINT.			11/19/08	08/01	002		\$15.48	\$7.50	0.50
	07-41: AIR INTAKE SYS			11/19/08	08/01	002		\$98.86	\$7.50	0.50
	09-57: HYDRAULIC SYS			11/19/08	08/01	002		\$54.95	\$7.50	0.50
	04-11: AXEL FRONT			11/19/08	08/01	002		\$14.49	\$7.50	0.50
	07-44: FUEL SYS			11/19/08	08/01	002		\$12.72	\$7.50	0.50
	0000028205	225	/01							
	01-PMB: PREV. MAINT.			01/06/09	08/01	001		\$0.00	\$14.00	0.50
	0000028320	226	/01							
	04-11: AXEL FRONT			04/20/09	08/01	002		\$55.20	\$15.00	1.00
	0000028493	394	/01							
	01-PMA: PREV. MAINT.			08/18/09	08/01	001		\$15.86	\$28.00	1.00
	01-PMB: PREV. MAINT.			08/18/09	08/01	001		\$153.93	\$56.00	2.00
	0000028617	488	01/02							
	01-PMC: PREV. MAINT.			11/20/09	05/01	001		\$0.00	\$28.00	1.00
	09-57: HYDRAULIC SYS			11/20/09	05/01	002		\$59.85	\$22.50	1.50
	07-44: FUEL SYS			11/20/09	05/01	002		\$14.04	\$15.00	1.00
	11-87: LAWN MOWERS			11/20/09	05/01	002		\$33.87	\$15.00	1.00
	0000028750	488	01/01							
	01-PMC: PREV. MAINT.			03/09/10	08/01	002		\$0.00	\$15.00	1.00
	0000028774	488	01/01							
	01-PMC: PREV. MAINT.			03/09/10	08/01	002		\$0.00	\$15.00	1.00
	0000028823	543	01/01							
	01-PMB: PREV. MAINT.			05/06/10	08/01	001		\$0.00	\$28.00	1.00
	02-17: TIRES,TUBES,ETC			05/06/10	08/01	001		\$58.98	\$28.00	1.00
	0000028844	569	01/02							
	02-17: TIRES,TUBES,ETC			05/25/10	01/01	001		\$52.86	\$28.00	1.00

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(s)	Labor	
Group-System			Repair Date					Cost	Hours

207: 2008 KABOTA ZD326S 15361

0000028954	744	01/01							
01-PMA: PREV. MAINT.			08/31/10	08/01	002		\$13.83	\$7.50	0.50
07-42: COOLING SYS			08/31/10	08/01	002		\$98.85	\$15.00	1.00
01-PMC: PREV. MAINT.			08/31/10	08/01	002		\$0.00	\$7.50	0.50
0000028990	768	01/01							
11-87: LAWN MOWERS			09/14/10	08/01	002		\$97.49	\$7.50	0.50
0000029046	801	01/01							
01-PMA: PREV. MAINT.			11/09/10	08/01	002		\$19.95	\$15.00	1.00
01-PMB: PREV. MAINT.			11/09/10	08/01	002		\$34.86	\$15.00	1.00
09-57: HYDRAULIC SYS			11/09/10	08/01	002		\$8.00	\$0.00	0.00
01-PMC: PREV. MAINT.			11/09/10	08/01	002		\$0.00	\$30.00	2.00
0000029221	818	01/02							
02-17: TIRES,TUBES,ETC			04/26/11	01/01	001		\$360.12	\$28.00	1.00
0000029257	838	01/01							
01-PMB: PREV. MAINT.			05/06/11	08/01	002		\$0.00	\$45.00	3.00
01-PMC: PREV. MAINT.			05/06/11	08/01	002		\$0.00	\$0.00	0.00
0000029480	1054	01/01							
01-PMA: PREV. MAINT.			11/09/11	01/01	002		\$3.99	\$30.00	2.00
01-PMC: PREV. MAINT.			11/09/11	01/01	002		\$0.00	\$15.00	1.00
0000029501	1054	01/01							
01-PMB: PREV. MAINT.			12/13/11	08/01	002		\$0.00	\$0.00	0.00
01-PMB: PREV. MAINT.			12/13/11	08/01	002		\$0.00	\$15.00	1.00
0000029683	1082	01/03							
02-17: TIRES,TUBES,ETC			04/05/12	01/01	002		\$28.00	\$37.50	2.50
0000029756	1085	01/03							
11-87: LAWN MOWERS			06/01/12	01/01	002		\$981.89	\$60.00	4.00
0000029766	1097	01/01							
07-41: AIR INTAKE SYS			06/08/12	08/01	002		\$102.87	\$30.00	2.00

Equipment		Meter_01	Shop Loc/ Rep Class		Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(s)	Labor	
Repair Order	Group-System		Repair Date	Repair Date					Cost	Hours

207: 2008 KABOTA ZD326S 15361

0000029766	1097	01/01								
01-PMA: PREV. MAINT.			06/08/12	08/01	002		\$18.30	\$0.00	0.00	
01-PMB: PREV. MAINT.			06/08/12	08/01	002		\$16.92	\$0.00	0.00	
0000029852	1158	01/01								
01-PMA: PREV. MAINT.			08/13/12	08/01	002		\$0.00	\$7.50	0.50	
01-PMB: PREV. MAINT.			08/13/12	08/01	002		\$0.00	\$7.50	0.50	
01-PMC: PREV. MAINT.			08/13/12	08/01	002		\$0.00	\$7.50	0.50	
0000029988	1269	01/01								
01-PMA: PREV. MAINT.			12/03/12	08/01	002		\$27.84	\$7.50	0.50	
04-11: AXEL FRONT			12/03/12	08/01	002		\$38.92	\$15.00	1.00	
09-57: HYDRAULIC SYS			12/03/12	08/01	002		\$40.00	\$3.75	0.25	
07-41: AIR INTAKE SYS			12/03/12	08/01	002		\$102.84	\$7.50	0.50	
01-PMC: PREV. MAINT.			12/03/12	08/01	002		\$0.00	\$7.50	0.50	
0000030180	1321	01/03								
11-87: LAWN MOWERS			05/21/13	01/01	002		\$287.00	\$7.50	0.50	
0000030299	1483	01/03								
11-87: LAWN MOWERS			09/23/13	01/01	002		\$89.61	\$22.50	1.50	
0000030387	1540	01/03								
11-87: LAWN MOWERS			12/13/13	01/01	002		\$215.62	\$15.00	1.00	
0000030400	1540	01/01								
01-PMA: PREV. MAINT.			12/05/13	08/01	002		\$32.23	\$15.00	1.00	
01-PMB: PREV. MAINT.			12/05/13	08/01	002		\$62.68	\$7.50	0.50	
07-41: AIR INTAKE SYS			12/05/13	08/01	002		\$102.87	\$3.75	0.25	
0000030591	1735	01/03								
11-87: LAWN MOWERS			07/30/14	01/01	002		\$119.57	\$90.00	6.00	
0000030595	1741	01/03								
11-87: LAWN MOWERS			08/04/14	01/01	002		\$28.98	\$7.50	0.50	
0000030604	1750	01/03								
11-87: LAWN MOWERS			08/07/14	01/01	002		\$98.35	\$22.50	1.50	

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part	Labor Cost	Hours
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207: 2008 KABOTA ZD326S 15361

0000030684	1837	01/03								
11-87: LAWN MOWERS			10/14/14	01/01	002			\$209.74	\$60.00	4.00
0000030855	1839	01/02								
01-PMA: PREV. MAINT.			04/17/15	08/01	002			\$18.21	\$7.50	0.50
01-PMB: PREV. MAINT.			04/17/15	08/01	002			\$0.00	\$3.75	0.25
0000030883	1867	01/03								
11-87: LAWN MOWERS			05/06/15	01/01	002			\$11.78	\$7.50	0.50
0000030900	1891	01/03								
11-87: LAWN MOWERS			05/20/15	01/01	002			\$199.00	\$15.00	1.00
0000030906	1891	01/03								
11-87: LAWN MOWERS			05/30/15	01/01	002			\$523.01	\$75.00	5.00
0000030915	1911	01/03								
11-87: LAWN MOWERS			06/10/15	01/01	002			\$226.37	\$120.00	8.00
0000031330	2542	01/01								
01-PMA: PREV. MAINT.			04/27/17	08/01	002			\$10.18	\$15.00	1.00
0000031382	2566	01/01								
11-87: LAWN MOWERS			05/31/17	08/01	002			\$31.21	\$22.50	1.50
0000031410	2642	01/01								
01-PMA: PREV. MAINT.			06/16/17	08/01	002			\$34.37	\$15.00	1.00
01-PMB: PREV. MAINT.			06/16/17	08/01	002			\$0.00	\$3.75	0.25
0000031467	2729	01/01								
07-45: POWER PLANT			08/28/17	08/01	002			\$1,223.90	\$120.00	8.00
0000031697	2898	01/01								
06-32: CRANKING SYS			06/04/18	08/01	002			\$199.00	\$30.00	2.00
0000031726	2947	01/01								
01-PMA: PREV. MAINT.			07/02/18	08/01	002			\$26.45	\$15.00	1.00

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor		
Group-System									Cost	Hours	
207: 2008 KABOTA ZD326S 15361											
0000031726		2947	01/01								
01-PMB: PREV. MAINT.				07/02/18	08/01	002		\$16.45	\$7.50	0.50	
0000031727		2946	01/01								
04-11: AXEL FRONT				07/10/18	08/01	002		\$72.16	\$45.00	3.00	
0000031729		2964	01/01								
01-PMA: PREV. MAINT.				07/10/18	08/01	002		\$23.39	\$15.00	1.00	
						Equipment -	207	Total	<u>\$6,508.79</u>	<u>\$1,550.50</u>	<u>96.00</u>
						Grand Total		<u>\$6,508.79</u>	<u>\$1,550.50</u>	<u>96.00</u>	



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) KUBOTA MODEL ZD1511RL-60R ZERO TURN RIDING MOWERS FROM RUSSO POWER EQUIPMENT INC IN THE AMOUNT OF \$33,834.44.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien does hereby authorizes the purchase of two (2) Kubota Model ZD1511RL-60R zero turn riding mowers from Russo Power Equipment Inc in the amount of \$33,834.44, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES

David Fell

From: nationalaccount_rfq@kubota.com
Sent: Friday, April 26, 2019 10:30 AM
To: David Fell
Cc: cbalderas@russopower.com
Subject: Kubota Configurator Web Quote 1328880
Attachments: MyKubotaQuote_ZD1511RL-60R.pdf



ZD1511RL-60R - ZD1511RL-60R -
 30.8 HP 60" COMMERCIAL ZERO
 TURN MOWER

Total Price As Configured
\$16,917.22

Please do not reply to this email. For further questions, please contact your authorized Kubota dealer.

Dear Dave Fell:

Thank you for your interest in Kubota Products. As an authorized Kubota dealer, we are happy to provide the attached copy of your detailed quote for the ZD1511RL-60R that was created for you by RUSSO POWER EQUIPMENT. As a National Account customer, City of Darien is entitled to special pricing from Kubota. This quote provides detailed pricing for the ZD1511RL-60R that has been configured for you, including freight, dealer assembly, and all other fees and discounts. Please review this quote and contact Christian Balderas at RUSSO POWER EQUIPMENT or the National Accounts Department at Kubota Tractor Corporation to purchase the ZD1511RL-60R as configured.

Authorized Kubota Dealer:

Christian Balderas

RUSSO POWER EQUIPMENT

cbalderas@russopower.com;

847-678-9525

Thank you for considering Kubota in your selection process.



GM - 062117, CE - 042815, AG - 021815
 NJPA Arkansas 4600041718
 NJPA Delaware GSS-17673
 Nebraska 14777 (OC)
 Mississippi (CE Only) 820036654

ZD1511RL-60R WEB QUOTE #1328890

Date: 4/26/2019 8:29:38 AM

-- Customer Information --

Fell, Dave
 City of Darien
 dfell@darienil.gov
 (630)353-8105

Quote Provided By
 RUSSO POWER EQUIPMENT
 Christian Balderas
 9525 W. Irving Park Rd.
 Schiller Park, IL 60176
 email: cbalderas@russopower.com;
 phone: 8476789525

-- Standard Features --

-- Custom Options --



ZD1500 Series ZD1511RL-60R

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

4 Cylinder, Kubota Model #
 V1505T w/ DPF
 30.8 Gross HP @ 3000 rpm
 91.4 cu. in. Displacement
 12v 430 Amp Hr. Battery
 14 Amps Charging Output

OPERATING FEATURES

Zero Turn Radius
 Adj. Front Axle: Rigid/Oscillating
 Dual Element Air Filter
 Deluxe Air Ride Suspension Seat
 Hands-free Hydraulic Deck Lift
 Hands-free Parking Brake
 Cup Holder

TRANSMISSION

Hydrostatic Drive
 (2) HST w/Gear Reduction
 Brake - Wet Multi Disks
 Forward Speeds 0 - 10.6 mph
 Reverse Speeds 0 - 5.3 mph

SAFETY EQUIPMENT

Seat Safety Switch
 Control Lever Safety Switch
 Parking Brake Safety Switch
 Foldable ROPS
 Seat Safety Switch

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
 Hydraulically Damped,
 Adjustable

POWER TAKE OFF

Hydraulic Independent PTO
 Shaft Drive Mower Deck
 Wet Disk Clutch

FLUID CAPACITY

Fuel Tank 13.1 gal
 Engine Coolant w/ Recovery
 tank 3.96 qts
 Crankcase w/ Filter 4.1 qts
 Transmission Case and Axle
 Gear 12.8 qts

REAR DISCHARGE MOWER

60" Kubota PRO Deck
 5.5" Deep Deck
 1-5" Cut Height, Adjustable
 1/4" Increments
 3 Blades
 Bolt-on Skid Bars

DIMENSIONS

Height (rops up): 78.7"
 Height (rops down): 64.6"
 Length: 104.7"
 Width Overall (w/o Mower)
 59.4"
 Wheelbase: 61.4"
 Weight 1984 lbs.

* Manufacturer's estimate.

TIRES AND WHEELS

Front 15 x 6.5 - 8 Flat-free
 Front 15 x 6.5 - 8 Flat-free

ZD1511RL-60R Base Price:	\$21,099.00
<u>Configured Price:</u>	<u>\$21,099.00</u>
Sourcewell Discount:	(\$4,641.78)
SUBTOTAL:	<u>\$16,457.22</u>
Dealer Assembly:	\$0.00
Freight Cost:	\$210.00
PDJ:	\$250.00

Total Unit Price: \$16,917.22
 Quantity Ordered: 1
 Final Sales Price: \$16,917.22

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDJ fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



Join

City of Darien
1702 Plainfield Rd
Darien, IL 60561-5044

ID# 110530

Is this your organization?

Great news—your organization is already a Sourcewell member! Using the ID number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the vendor you wish to purchase from.

[Update your organization's information](#)

[Add a contact for your organization](#)

Need help?

Contact our dedicated Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

FORM E
CONTRACT ACCEPTANCE AND AWARD




(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-KBA
Proposer's full legal name: Kubota Tractor Corporation

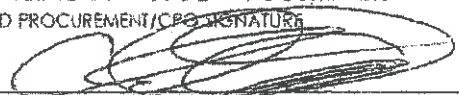
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

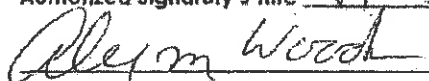
NJPA Contract # 062117-KBA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VP- Sales, Operations, Supply Chain, Parts



VENDOR AUTHORIZED SIGNATURE

Alex M Woods

(NAME PRINTED OR TYPED)

Executed on 8/17, 2017

NJPA Contract # 062117-KBA

AGENDA MEMO
City Council
June 3, 2019

ISSUE STATEMENT

A resolution authorizing the purchase of one new Radiodetection RD-8100 PXL TX10B Utility Location System from Associated Technical Service, ATS, in an amount not to exceed \$8,241.

RESOLUTION

BACKGROUND/HISTORY

The proposed utility line locator is an additional piece of equipment to be utilized by the water division. The staff uses line locators on a daily basis to respond to JULIE calls as well as in-house main and service line surveys as required. The department consistently strives to locate our water mains and services with the utmost accuracy without interference from other utilities that are typically adjacent to the City's water system. The equipment is a tool that is utilized as an industry standard for utility locators. The RD-8100 model would be an updated version of equipment that staff is already utilizing, therefore providing uniformity and familiarity.

Staff has solicited for competitive quotes and below are the results:

VENDOR	TOTAL COST
ATS	\$ 8,241
Subsurface Solutions	\$ 8,265

The FY19/20 Budget includes funding for the vehicle through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE	BALANCE
02-50-4231	Equipment	\$ 8,500	\$ 8,241	\$ 259

COMMITTEE RECOMMENDATION

Municipal Services Committee requests approval of this resolution authorizing the purchase of one new Radiodetection RD-8100 PXL TX10B Utility Location System from Associated Technical Service, ATS, in an amount not to exceed \$8,241.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be on the June 3, 2019 City Council agenda for formal consideration



RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW RADIODETECTION RD-8100 PXL TX10B UTILITY LOCATION SYSTEM FROM ASSOCIATED TECHNICAL SERVICE, ATS IN AN AMOUNT NOT TO EXCEED \$8,241

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to authorize the purchase of one new Radiodetection RD-8100 PXL TX10B Utility Location System from Associated Technical Service, ATS, in an amount not to exceed \$8,241, a copy of which is attached hereto as “**Exhibit A**”.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ASSOCIATED TECHNICAL SERVICES LTD

524 W. ST. CHARLES RD. VILLA PARK, IL 60181

www.ATSLIMITED.com

Office: 630.834.1558 / Fax: 630.834.5501



Est. 1979

May 20, 2019

City of Darien
1041 S. Frontage Road
Darien, IL 60561

Attn: Dennis Cable
Water Department Foreman

RE: Price Quotation for Radiodetection
RD-8100 PXL TX10B Utility Location System

Dear Mr. Cable,

We are pleased to present the following information and a proposal to provide City of Darien with a new **RADIODETECTION RD-8100 PXL** series high performance utility location system. Radiodetection makes the most versatile locators in the world. You have a choice of powerful transmitters. Optional components let you handle: **Sewer Blockage Pinpointing, Sewer Line Locating, Electric Current Measurement & Direction & Cable Faultfinding**



With any **RD-8100 PXL System** you will be able to trace water, sewer, gas, electric, cable, telecommunication lines with consistent accuracy. **Optional Systems Upgrades** will increase tracing power or add faultfinding capabilities. This innovative system offers the greatest combination of lightweight ergonomic design, versatility, value and performance of any locator on the market. It is the ultimate in high performance location systems that you can grow with plus add accessories for more tracing capabilities as your needs and skills develop further.

"RD-8100 PXL / TX10B Precision Location System (No Fault-Finding Capability)"

RD-8100 PXL Receiver: w/ standard Night Display Backlighting	\$ 3,132.00
RD-TX10B: 10-Watt, 16 Active, 8 Inductive, & 8 Current Dir. Frequencies & iLoc Bluetooth	\$ 2,952.00
RDTX Transmitter 4" Signal Clamp	\$ 403.00
<u>Soft Carry Case for the RD-8100+ System (Optional)</u>	<u>\$ 313.00</u>
Cost for this System:	\$ 6,800.00
<u>Shipping</u>	<u>\$ 50.00</u>
Total Cost	\$ 6,850.00

\$6,397.00

+ \$50.00

\$6,447.00

(SEE page 2)
for ADDITIONAL options

••0•
••0•
3,132• +
2,952• +
313• +
50• +
471• +
142• +
660• +
521• +
8121•

EMERGENCY LEAK PINPOINTING
VALVE EXERCISING • CCTV PI

TY LOCATION • GIS / GPS MAPPING
ING • EQUIPMENT SALES & TRAINING

Optional Upgrades to Base Location System: Add to Base System Cost

• Upgrade to Internal Usage Logging and GPS	Add \$ 471.00
• Upgrade to Hard Carry Case	Add \$ 142.00
• Transmitter Li-Ion Rechargeable Battery Pack Includes AC mains & Automotive DC charging leads	Add \$ 660.00
• Receiver Li-Ion Rechargeable Battery Pack Includes AC mains & Automotive DC charging leads	Add \$ 521.00
• Change TX-10B, 10 Watt to TX-5B, 5 Watt Transmitter	Subtract \$ 997.00

\$ 6,447.00
\$ 1,794.00

\$ 8,241.00

The following System Accessories and Operator training Services are included with any Locator Package that you choose:

- Comprehensive On-Site Training Class, Manual, Training Video Included
- Tracing Signal Lead, Ground Return Lead & Ground Cables Included
- ATS Operator Training Session and "After the Sale" Technical Support Included

You get all the benefits of the "World's Only Web Enabled Location System" when you equip your RD-8100 PXL Receiver with the TX10B Series Transmitter.

- At 10 watts, the "TX10B" is the most powerful transmitter in the Radiodetection line. More power means easier tracing in even more demanding areas. You'll be able to trace for far greater distances with fewer set-ups so you'll save time and be more accurate.
- Centros Enabled: 30 years of software and hardware patents deliver powerful signal filtering which improves accuracy, responsiveness, and repeatability of measurements in environments where most utility location systems fail
- Radiodetection's new eCal feature allows the user to connect the RD-8100 receiver to your computer's Internet connection and validate the original factory calibration and print a validation certificate without having to send the RD-8100 to the service center. You can also update your system by adding the latest factory software updates. ATS would be pleased to assist you or perform any of these Internet services for you.
- 8 Standard induction frequencies result in improved induction mode tracing.
- Completely new ergonomic design of the receiver and the transmitter.
- Change Batteries in seconds without tools.
- iLoc Bluetooth technology allows you to change transmitter signal strength & frequency through the receiver without having to return to your transmitter during a locate.
- TX Series Transmitters have convenient on-board tool storage tray.
- This is simply the best and most advanced utility location system you can buy.

Unmatched Operator Instruction & Technical Support from ATS

ATS not only sells this high-performance equipment, but our own field crews have utilized and depended upon Radiodetection technology since 1988. ATS has successfully located underground utilities in a very wide range of challenging applications. Your "Instructional Classroom" and "After-Sale Technical Support" are handled by experienced ATS field technicians that use this equipment every day. We know problems can occur at the most inopportune of times. You'll be glad to know that we are as close as our 24-hour hot line or a short drive from helping your crews work through their questions.

There may be times when your equipment requires servicing, re-calibration or you may just suspect that your system is acting differently than normal. We help our customers to diagnose problems and by facilitating repair service in-house to get your system back in service as fast as possible. Radiodetection repair service is generally handled within 14-21 days. In-House Diagnostic Services is just one more way that ATS will help get you back in business as soon as possible. No other Midwest area equipment dealer or catalog house can offer you the same level of expertise and technical support that ATS can give to you and your crews.

Proper training ensures that your crews will be more confident, effective and consistently accurate whenever they are called upon to locate a utility line. A confident operator will use the equipment more effectively and more often than one that doesn't receive the proper training. ATS delivers expert training and technical support better than any other dealer. We encourage head to head field comparisons whenever possible.

Here are some of the ATS Utility Location Training Classes that we offer.

- **Comprehensive Operator Training Classes:** This class lays a solid foundation of learning for new operators. Students are taught essential operation procedures for sewer and water location, locating other types of utilities, equipment features and capabilities, field strategy, equipment care and maintenance.
- **Advanced Location Procedures:** This class is for experienced "RD" operators that would benefit from learning advanced strategies and techniques that will help them get the most out of their equipment in challenging environments and other types of utility location applications.
- **Retraining & Update Training Classrooms:** This class is available for casual or infrequent operators. Refresh and fine tune the skills of those operators that don't get to use the equipment often enough to stay as sharp as they would like to be, yet still need to be effective when the need arises.

May 20, 2019

Why Choose ATS?

- 1979 ATS has specialized in utility location services since 1979.
- 1986 ATS has exclusively used Radiodetection equipment since 1986.
- 1991 ATS named Radiodetection's exclusive factory authorized sales and training agents to the greater Chicago metropolitan public works market.
- 2019 ATS celebrates 40 years of expertise in the Utility & Leak Location field.

Add it up - Unlike catalog supply houses or the typical utility product supply house, your training and after-sale technical support is performed by experienced ATS utility location experts that use the same equipment every day in the field solving location problems in nearly every conceivable environment. This equates to the best possible training and technical support with ATS.

Order Placement and Delivery

Verbal authorization followed by your purchase order is all I need to initiate delivery. Please don't hesitate to contact me should you have any questions. We appreciate this opportunity to be of continued service to you and City of Darien.

Yours truly,
ASSOCIATED TECHNICAL SERVICES LTD.

Kathleen S. Grisz

Kathleen S. Grisz
Business Manager

AGENDA MEMO
City Council
June 3, 2019

ISSUE STATEMENT

Approval of a resolution accepting a proposal from Midwest Office Interiors to replace the Municipal Services Facility task chairs in in an amount not to exceed \$5,467.44.

RESOLUTION

BACKGROUND/HISTORY

The proposed chairs would be replacing twenty chairs, fourteen (14) office task chairs and six (6) conference room chairs. The existing chairs have been hand me downs from previous offices and are extremely dated and worn. The HON chairs, provide lumbar support, proper circulation and comfort.

Staff has selected Midwest Office Interiors to provide HON chairs. HON is an awarded vendor through Omnia Partners, Contract No. R180403 formerly the National Intergovernmental Purchasing Alliance, for equipment sales to municipalities nationally. Attached and labeled, [Attachment A](#), pages 1-5, is information regarding Omnia Partners and the cost breakdown of the task chairs.

The FY19/20 Budget includes funding for the chairs through the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4223	Maintenance Building	\$ 2,750.00	\$ 2,733.72	\$ 16.28
01-30-4223	Maintenance Building	\$ 2,750.00	\$ 2,733.72	\$ 16.28
TOTALS	Maintenance Building	\$ 5,500.00	\$ 5,467.44	\$ 32.56

COMMITTEE RECOMMENDATION

Municipal Services Committee recommends Midwest Office Interiors to replace the Municipal Services Facility task chairs in in an amount not to exceed \$5,467.44. The existing chairs will be declared as surplus through a separate forthcoming agenda memo.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the June 3, 2019 City Council agenda for formal consideration.

HON

National IPA

#R142208 - Furniture and Installation May 1, 2015 - April 30, 2019

#R180403 - Ergonomic Solutions April 1, 2018 - March 31, 2021



THE POWER OF ONE



One call. One vendor. One purchase order. That's what The HON Company and National IPA deliver. The HON Company designs and manufactures government, education and workplace furniture including chairs, tables, desks, workstations and storage. We are a single source for all of your workplace furniture needs, from private offices to training spaces to collaborative areas to archival storage. Headquartered in Iowa with a distribution network of trusted dealers throughout the US, HON is always around to provide the best possible experience for you and your customers.



Better Together

The National IPA contract provides the ability to leverage the combined purchasing power of over 45,000 government agencies resulting in a savings of at least 50% on every HON order. Save time. Reduce cost. Minimize hassles. And leverage the buying power of HON and National IPA today!

Visit hon.com/nationalipa to view the National IPA Catalog
There are no fees, minimums, or obligations to participate!
To register or for more information, please visit nationalipa.org.

PLEASE CONTACT HON GOVERNMENT CUSTOMER SUPPORT WITH ANY QUESTIONS.

(Phone) 800.466.8694

(Email) hongsateam@honcompany.com

Tier	TECHNICAL SUPPORT	Systeme Management	WARRANTY (LIMITED 5-YEAR WARRANTY)	TIME TO DELIVER (EMERGENCY)	ON-SITE SERVICE (EMERGENCY)	HON HONORING SERVICE TO THE ENVIRONMENT (GREEN WARRANTY)	2014-2016
1	\$0 - \$100,000	67.0%	58.0%	56.0%	56.0%	58.0%	56.0%
2	\$100,001 - \$250,000	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%
3	\$250,000 and above	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated

*Contract #R180403 Ergonomic Solutions does not include HON Product Backed by Limited 5-Year Warranty.



Learn more at hon.com/usa



© 2018 The HON Company

Item	Mfg	Qty	Part Number	Part Description	Tag	List	Ext List	Sell	Ext Sell	NIPA %
1	HON	6	HIWMM	Ignition 2 Task Mid-back, ilira back	Executive Task	\$ 741.00	\$ 4,446.00	\$ 326.04	\$ 1,956.24	58.000
			.Y3	Syncho-Tilt w/ Indep Back Ang						
			.A	Arm: Height and Width Adj. Arm						
			.H	Hard Casten						
			.IM	Mesh: Black						
			\$(1)	Gr 1 UPH						
			.UR	Contourett						
			96	COLOR: Ocean						
			.AL	Adjustable Lumbar						
			.SB	Base: Standard Base						
			.T	Frame: Black						
2	HON	14	HITLM	Ignition 2 Task Low-back, ilira back	Conf, Room	\$ 570.00	\$ 7,980.00	\$ 250.80	\$ 3,511.20	58.000
			.Y1	Syncho-Tilt W Seat Slider						
			.F	Arm: Fixed						
			.H	Hard Caster						
			.IM	Mesh: Black						
			\$(1)	Gr 1 UPH						
			.UR	Contourett						
			96	COLOR: Ocean						
			.NL	No Lumbar						
			.SB	Base: Standard Base						
			.T	Frame: Black						
3			NOTE:	Product to Ship Direct / Client to Assemble						
				Grand Total			\$ 12,426.00		\$ 5,467.44	

Midwest Office Interiors
10330 Argonne Woods Drive, Suite 600
Woodridge IL 60517
Cheryl Fischer



10330 Argonne Woods Dr, Suite 600
 Woodridge, IL 60517
 Phone: (630) 850-8700
 Fax: (630) 783-7143

Proposal

PROPOSAL: 41443

DATE: 05/20/19

PROJECT#: 742-381

PROPOSAL FOR:	INSTALL AT:
City of Darien Public Works 1041 S. Frontage Rd. Darien, IL 60561	City of Darien Public Works 1041 S. Frontage Rd. Darien IL 60561

SALESPERSON
Cheryl Fischer

CUSTOMER P/O

QUOTE VALID
05/30/19

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Please make PO out to: Midwest Office Interiors 10330 Argonne Woods Drive, Suite 600 Woodridge IL 60517 NIPA Contract R142208		
1	6	HIWMM	Ignition 2 Task Mid-back, ilira back	326.04	1,956.24
		.Y3	Syncho-Tilt w/ Indep Back Ang		
		.A	Arm: Height and Width Adj. Arm		
		.H	Hard Caster		
		.IM	Mesh: Black		
		\$(1)	Gr 1 UPH		
		.UR	Contourett		
		96	COLOR: Ocean		
		.AL	Adjustable Lumbar		
		.SB	Base: Standard Base		
		F	Frame: Black		
			Tag(s): Executive Task List Price: 741.00 Discount Off List: 56.00 %		
2	14	H M	Ignition 2 Task Low-back, ilira back	250.80	3,511.20
		.Y1	Syncho-Tilt W Seat Slider		
		.F	Arm: Fixed		
		.H	Hard Caster		
		.IM	Mesh: Black		
		\$(1)	Gr 1 UPH		
		.UR	Contourett		
		96	COLOR: Ocean		
			CONTINUED...		



10330 Argonne Woods Dr. Suite 600
 Woodridge, IL 60517
 Phone: (630) 850-8700
 Fax: (630) 785-2148

Proposal

PROPOSAL: 41443

DATE: 05/20/19

PROJECT#: 742-381

PROPOSAL FOR:	INSTALL AT:
City of Darien Public Works 1041 S. Frontage Rd. Darien, IL 60561	City of Darien Public Works 1041 S. Frontage Rd. Darien IL 60561

SALESPERSON
Cheryl Fischer

CUSTOMER P/O

QUOTE VALID
05/30/19

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		.NL	No Lumbar		
		.SB	Base: Standard Base		
		.T	Frame: Black		
			Tag(s): Conf. Room		
			List Price: 570.00		
			Discount Off List: 56.00 %		
			Product to Ship Direct / Client to Assemble		
Installation available from Midwest Office Interiors Thank you for the opportunity!				SUBTOTAL.....:	5,467.44
ACCEPTED BY _____				TOTAL	=====
DATE ACCEPTED _____					5,467.44
					=====





RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM MIDWEST OFFICE INTERIORS TO REPLACE THE MUNICIPAL SERVICES FACILITY TASK CHAIRS IN AN AMOUNT NOT TO EXCEED \$5,467.44

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Midwest Office Interiors to replace the Municipal Services Facility task chairs in an amount not to exceed \$5,467.44., a copy of which is attached hereto as **“Exhibit A”**.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

10330 Argonne Woods Dr., Suite 600
 Woodridge, IL 60517
 Phone: (630) 850-8700
 Fax: (630) 783-2143

Proposal

PROPOSAL: 41443

DATE: 05/20/19

PROJECT#: 742-381

PROPOSAL FOR:	INSTALL AT:
City of Darien Public Works 1041 S. Frontage Rd. Darien, IL 60561	City of Darien Public Works 1041 S. Frontage Rd. Darien IL 60561

SALESPERSON
Cheryl Fischer

CUSTOMER P/O

QUOTE VALID
05/30/19

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Please make PO out to: Midwest Office Interiors 10330 Argonne Woods Drive, Suite 600 Woodridge IL 60517 NIPA Contract R142208		
1	6	HIWMM	Ignition 2 Task Mid-back, ilira back	326.04	1,956.24
		.Y3	Syncho-Tilt w/ Indep Back Ang		
		.A	Arm: Height and Width Adj. Arm		
		.H	Hard Caster		
		.IM	Mesh: Black		
		\$(1)	Gr 1 UPH		
		.UR	Contourett		
		96	COLOR: Ocean		
		.AL	Adjustable Lumbar		
		.SB	Base: Standard Base		
		.T	Frame: Black		
			Tag(s): Executive Task List Price: 741.00 Discount Off List: 56.00 %		
2	14	HITLM	Ignition 2 Task Low-back, ilira back	250.80	3,511.20
		.Y1	Syncho-Tilt W Seat Slider		
		.F	Arm: Fixed		
		.H	Hard Caster		
		.IM	Mesh: Black		
		\$(1)	Gr 1 UPH		
		.UR	Contourett		
		96	COLOR: Ocean		
			CONTINUED...		



10330 Argonne Woods Dr., Suite 600
 Woodridge, IL 60517
 Phone: (630) 850-8700
 Fax: (630) 783-2143

Proposal

PROPOSAL: 41443

DATE: 05/20/19

PROJECT#: 742-381

PROPOSAL FOR:	INSTALL AT:
City of Darien Public Works 1041 S. Frontage Rd. Darien, IL 60561	City of Darien Public Works 1041 S. Frontage Rd. Darien IL 60561

SALESPERSON
Cheryl Fischer

CUSTOMER P/O

QUOTE VALID
05/30/19

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		.NL	No Lumbar		
		.SB	Base: Standard Base		
		.T	Frame: Black		
			Tag(s): Conf. Room		
			List Price: 570.00		
			Discount Off List: 56.00 %		
			Product to Ship Direct / Client to Assemble		
Installation available from Midwest Office Interiors Thank you for the opportunity!				SUBTOTAL.....:	5,467.44
ACCEPTED BY _____					
DATE ACCEPTED _____				TOTAL	----- 5,467.44 =====



AGENDA MEMO
City Council
June 3, 2019

ISSUE STATEMENT

Approval of a resolution authorizing the purchase of one (1) 2019 Telehandler Cat TH357D in an amount not to exceed \$112,040 from Altorfer/Caterpillar Inc.

RESOLUTION

BACKGROUND/HISTORY

The proposed equipment would be replacing a 2005, Unit 204, CAT, Model TH220B. The equipment is utilized for high reaching operations such as seasonal theme banners, holiday and special event decorations at the clock tower. The equipment is further utilized for on and off road loading and unloading of heavier project materials, stone, salt, restoration and bank stabilization projects. The current machine has 4,000 hours, equipment rating of 76.67, see attached Vehicle Rating Sheet labeled as [Attachment A](#), and continues to experience ongoing mechanical issues, including electrical/circuit boards failures, resulting in reliability issues.

The 2019 Tele Hauler Cat TH357D would be purchased through Sourcewell, formerly known as the National Joint Powers Alliance, NJPA, Contract No 032119-CAT, labeled as [Attachment B](#), as awarded to Altorfer/Caterpillar Inc.

The FY19/20 Budget includes funding for the vehicle through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4815	Equipment	\$ 118,000.00	\$ 112,040.00	\$ 5,960.00

COMMITTEE RECOMMENDATION

Municipal Services Committee requests approval of this resolution authorizing the purchase of one (1) 2019 Telehandler Cat TH357D in an amount not to exceed \$112,040 from Altorfer/Caterpillar Inc. Upon receipt of the new equipment the retired unit will be declared surplus under a forthcoming agenda memo.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be on the June 3, 2019 City Council agenda for formal consideration.

MEMO

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	304	DEPARTMENT	Street	DATE	
MODEL YEAR	2005	MODEL	TH220B		5-20-19
CURRENT MILEAGE		CURRENT HOURS	4000		
			MAXIMUM POINTS	VEHICLE SCORE	
AGE					
	Department	Street			
	Life Expectancy	12			
	Age as of Report Date	14			
	AGE: Meets Requirements		20		20
USAGE					
	MILES				
	HOURS	4000			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements		20		10.67
TYPE OF SERVICE					
	1-LIGHT DUTY				
	10-CRITICAL DUTY				
	SERVICE: Meets Requirements		15		9
RELIABILITY					
	RELIABILITY: Frequency or Visits for Service				
	RELIABILITY: Meets Requirements		15		15
MAINTENANCE AND REPAIR COSTS					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE	105,000.00			
	LIFE TO DATE REPAIR COST	11,300.36			
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	10.76%			

UNIT NO	209	DEPARTMENT		DATE	5-20-19
MODEL YEAR		MODEL			
CURRENT MILEAGE		CURRENT HOURS			
				MAXIMUM POINTS	VEHICLE SCORE
PERCENTAGES OF REPAIR POINTS	POINTS				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements			10	3
CONDITION:					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements			15	14
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS			5	5
TOTAL POINTS				100	76.67

4000.5

Equipme	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
204: 2005 CAT TH220B										
0000026245		1722	/01							
01-PMC: PREV. MAINT.				01/05/06	08/01	002		\$0.00	\$7.50	0.50
0000026301		171	/01							
01-PMC: PREV. MAINT.				02/15/06	04/01	001		\$0.00	\$14.00	0.50
0000026421		203	/01							
09-57: HYDRAULIC SYS				04/27/06	04/01	001		\$95.92	\$28.00	1.00
0000026454		213	/01							
07-44: FUEL SYS				05/04/06	01/01	001		\$11.16	\$28.00	1.00
0000026476		220	/01							
01-PMA: PREV. MAINT.				05/18/06	08/01	001		\$73.82	\$28.00	1.00
01-PMB: PREV. MAINT.				05/18/06	08/01	001		\$0.00	\$14.00	0.50
0000027272		471	/01							
01-PMA: PREV. MAINT.				04/30/07	08/01	001		\$101.19	\$28.00	1.00
01-PMB: PREV. MAINT.				04/30/07	08/01	001		\$11.95	\$14.00	0.50
01-PMC: PREV. MAINT.				04/30/07	08/01	001		\$0.00	\$28.00	1.00
0000027520		596	/01							
03-03: SHEET METAL				11/05/07	08/01	002		\$1,279.00	\$15.00	1.00
0000027548		614	/01							
01-PMC: PREV. MAINT.				11/16/07	08/01	002		\$0.00	\$15.00	1.00
0000027909		790	/01							
01-PMA: PREV. MAINT.				05/12/08	08/01	001		\$53.24	\$28.00	1.00
01-PMB: PREV. MAINT.				05/12/08	08/01	001		\$71.57	\$56.00	2.00
01-PMC: PREV. MAINT.				05/12/08	08/01	001		\$0.00	\$28.00	1.00
0000028145		952	/01							
01-PMA: PREV. MAINT.				11/21/08	08/01	001		\$19.70	\$56.00	2.00
0000028155		952	/01							
01-PMC: PREV. MAINT.				12/02/08	08/01	001		\$0.00	\$28.00	1.00

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
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204: 2005 CAT TH220B

0000028445	1134	/01							
01-PMA: PREV. MAINT.			07/13/09	08/01	002		\$19.73	\$15.00	1.00
01-PMB: PREV. MAINT.			07/13/09	08/01	002		\$62.28	\$7.50	0.50
01-PMC: PREV. MAINT.			07/13/09	08/01	002		\$0.00	\$7.50	0.50
0000028722	1317	01/01							
01-PMC: PREV. MAINT.			02/09/10	08/01	002		\$48.34	\$18.75	1.25
0000028742	1326	01/02							
03-08: MIRRORS			03/01/10	01/01	002		\$57.79	\$7.50	0.50
0000028918	1460	01/01							
01-PMA: PREV. MAINT.			07/30/10	08/01	001		\$19.27	\$56.00	2.00
01-PMB: PREV. MAINT.			07/30/10	08/01	001		\$24.69	\$28.00	1.00
01-PMC: PREV. MAINT.			07/30/10	08/01	001		\$0.00	\$14.00	0.50
0000028951	1475	01/02							
03-05: GLASS REPAIR			08/25/10	01/01	001		\$0.00	\$112.00	4.00
03-06: DOORS			08/25/10	01/01	001		\$674.79	\$0.00	0.00
0000029056	1564	01/02							
10-71: FRONT BUCKET			11/12/10	01/01	001		\$308.14	\$28.00	1.00
0000029134	1662	01/02							
07-45: POWER PLANT			02/09/11	01/01	001		\$142.53	\$14.00	0.50
0000029159	1672	01/01							
01-PMA: PREV. MAINT.			02/24/11	08/01	002		\$19.27	\$45.00	3.00
01-PMB: PREV. MAINT.			02/24/11	08/01	002		\$77.44	\$0.00	0.00
01-PMC: PREV. MAINT.			02/24/11	08/01	002		\$0.00	\$7.50	0.50
07-41: AIR INTAKE SYS			02/24/11	08/01	002		\$50.59	\$0.00	0.00
0000029427	1818	01/01							
01-PMA: PREV. MAINT.			09/30/11	08/01	002		\$19.60	\$15.00	1.00
07-41: AIR INTAKE SYS			09/30/11	08/01	002		\$31.06	\$0.00	0.00
01-PMC: PREV. MAINT.			09/30/11	08/01	002		\$0.00	\$3.75	0.25
0000029598	1987	01/03							

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor	
Group-System									Cost	Hours
204: 2005 CAT TH220B										
0000029598	02-17: TIRES,TUBES,ETC	1987	01/03	02/01/12	01/01	002		\$2,829.72	\$45.00	3.00
0000029654	01-PMB: PREV. MAINT. 01-PMC: PREV. MAINT.	2000	01/01	03/08/12 03/08/12	08/01 08/01	002 002		\$68.47 \$0.00	\$7.50 \$3.75	0.50 0.25
0000029664	09-57: HYDRAULIC SYS	2018	01/01	03/20/12	08/01	002		\$40.98	\$30.00	2.00
0000029665	09-57: HYDRAULIC SYS	2019	01/03	03/23/12	01/01	002		\$47.60	\$15.00	1.00
0000029700	01-PMA: PREV. MAINT.	2069	01/01	04/26/12	08/01	002		\$19.94	\$30.00	2.00
0000029833	03-07: INTERIOR	2152	01/03	07/27/12	01/01	002		\$0.00	\$37.50	2.50
0000029841	03-07: INTERIOR	2157	01/03	08/02/12	01/01	002		\$114.12	\$30.00	2.00
0000029999	03-06: DOORS	2266	01/03	12/12/12	01/01	002		\$25.91	\$3.75	0.25
0000030002	01-PMA: PREV. MAINT. 01-PMB: PREV. MAINT.	2267	01/01	12/13/12 12/13/12	08/01 08/01	002 002		\$74.68 \$22.02	\$22.50 \$11.25	1.50 0.75
0000030104	01-PMA: PREV. MAINT. 01-PMB: PREV. MAINT. 01-PMC: PREV. MAINT.	2328	01/01	04/02/13 04/02/13 04/02/13	08/01 08/01 08/01	002 002 002		\$28.53 \$71.64 \$0.00	\$15.00 \$7.50 \$3.75	1.00 0.50 0.25
0000030221	12-94: CUTTING EDGES	2431	01/03	07/12/13	01/01	002		\$0.00	\$67.50	4.50
0000030224		2430	01/01							

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(s)	Labor Cost	Hours
204: 2005 CAT TH220B	0000030224	2430	01/01							
	10-77: LOADER BUCKET			07/15/13	01/01	002		\$325.02	\$30.00	2.00
	0000030474	2689	01/01							
	01-PMA: PREV. MAINT.			04/21/14	08/01	002		\$31.49	\$22.50	1.50
	01-PMC: PREV. MAINT.			04/21/14	08/01	002		\$0.00	\$3.75	0.25
	10-76: LOADER			04/21/14	08/01	002		\$163.57	\$7.50	0.50
	0000030538	2709	01/03							
	03-10: WIPERS/WASHERS			06/04/14	08/01	002		\$667.25	\$82.50	5.50
	09-57: HYDRAULIC SYS			06/04/14	08/01	002		\$143.12	\$75.00	5.00
	0000030562	2714	01/01							
	01-PMB: PREV. MAINT.			06/24/14	08/01	002		\$14.15	\$15.00	1.00
	01-PMC: PREV. MAINT.			06/24/14	08/01	002		\$0.00	\$3.75	0.25
	0000031030	3059	01/03							
	09-57: HYDRAULIC SYS			12/14/15	01/01	002		\$87.90	\$75.00	5.00
	0000031155	71247	01/03							
	10-76: LOADER			09/09/16	01/01	002		\$424.74	\$30.00	2.00
	0000031205	71247	01/03							
	07-44: FUEL SYS			11/23/16	01/01	002		\$328.73	\$7.50	0.50
	0000031233	71247	01/03							
	03-04: INST. GUAGES			02/01/17	01/01	002		\$1,211.76	\$30.00	2.00
	0000031354	3450	01/01							
	01-PMA: PREV. MAINT.			05/03/17	08/01	002		\$28.53	\$15.00	1.00
	01-PMB: PREV. MAINT.			05/03/17	08/01	002		\$46.50	\$7.50	0.50
	01-PMC: PREV. MAINT.			05/03/17	08/01	002		\$0.00	\$3.75	0.25
	0000031629	3450	01/03							
	07-44: FUEL SYS			03/22/18	01/01	002		\$235.99	\$7.50	0.50
	0000031702	3723	01/01							
	06-38: ELECT SHORTS			06/08/18	08/01	002		\$2,002.97	\$180.00	12.00

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
204: 2005 CAT TH220B										
0000031702		3723	01/01							
01-PMA: PREV. MAINT.				06/08/18	08/01	002		\$33.85	\$15.00	1.00
0000035659		360	/01							
01-PMC: PREV. MAINT.				09/11/06	08/01	001		\$0.00	\$28.00	1.00
Equipment - 204 Total								<u>\$12,362.25</u>	<u>\$1,764.25</u>	<u>97.25</u>
Grand Total								<u>\$12,362.25</u>	<u>\$1,764.25</u>	<u>97.25</u>



Quote 117622-01

March 28, 2019

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN
Illinois
60561

Attention: DENNIS CABLE

Dear Dennis,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: TH357D TELEHANDLER

STOCK NUMBER: TBO SERIAL NUMBER: TBO YEAR: 2019

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson
Machine Sales Representative

CATERPILLAR MODEL: TH357D TELEHANDLER**STANDARD EQUIPMENT**

BOOMS, STICKS, AND LINKAGES -Two section boom with non-metallic wear pads -Coupler tilt angle maintained automatically throughout boom range -by a compensation cylinder

POWERTRAIN -4 section cooling pack -Air to air charge cooler -Engine coolant -Hydraulic and transmission oil -Spin on fuel/water separator -Dual element air filter with condition indicator -Power shift transmission -F-N-R and gear change on joystick -Spin on engine oil filter -Hydraulic filter -Spin on transmission filter -Planetary drive axles with permanent, mechanical four-wheel drive -wheel alignment -two-wheel front steer with automatic -Three steering modes: circle, crab and -Steer cylinders protected above axles -Transmission inching on brake pedal -Parking brake with manual lever -Limited slip differential on front axle -and rear axles -Enclosed oil disc brakes on front -Power-assisted, hydraulic braking system

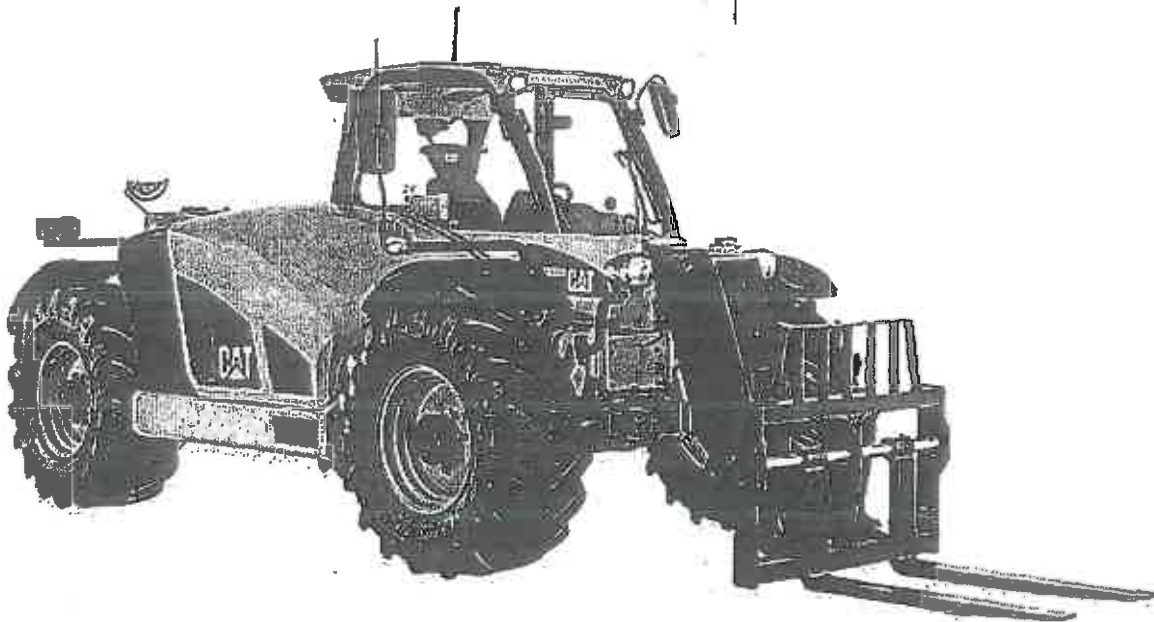
HYDRAULICS -Max flow 140L/min -Max pressure 260 bar -Electronic joystick, simultaneous and -proportional control to all four boom -functions -Twin auxiliary hydraulic service with -continuous flow facility -Lock valves on all load carrying -cylinders -On demand hydraulic reverse fan -Hydraulic pattern changer switch -Variable displacement piston pump -Gear pump with steering priority

ELECTRICAL -12 volt electrical system -150 amp alternator (92.6/106kW engines) -120 amp alternator (83kW HRC/all LRC) -1000 CCA maintenance-free battery -Anti-restart key switch -Horn -Audible back-up alarm -12 volt internal power socket -2 x USB charging sockets -Cat comms adapter3 connector

OPERATOR ENVIRONMENT - Multi function joystick - Left and right side rear view mirrors - Interior mirror - Windscreen wiper washer - Rear and roof window wiper - Floor mat - Power steering - Steering wheel with spinner knob - Load charts - Fuse panel - Adjustable arm rest - Tilt steering column

OTHER STANDARD EQUIPMENT -Integral lift and tie-down points -Rear counterweight (fitted unless rear -hydraulic pick-up hitch selected)

INSTRUCTIONS -Parts manual on CD-ROM



MACHINE SPECIFICATIONS

Description	Reference No
TH357D AG HANDLER CFG1	567-5075
BELT, SEAT, 2" RETRACTABLE	229-0582
HEATER, ENGINE BLOCK, 110V, 75KW	453-7296
SEAT, FABRIC, PREMIUM	476-8930
FNR, JOYSTICK ONLY	492-3940
LINES, FRONT HYD, DBL, HYD CPLR	495-7652
BEACON, ROTATING	495-7659
WINDOW, REAR, EXT RELEASE	496-6529
MIRROR, CONVEX, TOW HITCH	497-9576
MANUAL, OPER. MAINT. ENGLISH	500-6394
LINES, REAR AUX, SGL, 2 WAY	506-3318
HITCH, RETRIEVAL, NON-ROAD	506-7531
TRAILER SERVICES, NONE	506-7647
TIRES, 15.5 R25, MX, XHA	512-4763
HEADLINER, RADIO READY	513-4181
BATTERY, DUAL	513-4299
FENDERS, SET OF FOUR, STD	514-4638
LIGHTS, ROADING, AG, RH DIP	515-0963
WORKLIGHTS, LED, AC	515-1886
CAB, ENCLOSED, AG, HRC	517-9179
AXLE ARRANGEMENT, STANDARD	517-9299
ENGINE, 83KW, HRC	518-5875
HEATER + AIR CONDITIONER, HRC1	520-8643
PREPARATION PACK, USA	522-5805
PRODUCT LINK READY, AC 1	523-8303
REVERSING CAMERA 1	528-2072
TOOL BOX	541-9094
MONITOR, ADVANCED DISPLAY	546-5767
RIDE CONTROL	550-7931
RAIN CAP, ENGINE BREATHER	558-7237
PACKING TH, COMPLETE MACHINE	0G-0356
TH357 NORTH AMERICAN ORDER	0G-0646
LANE 3 ORDER	0P-9003
CATERPILLAR MODEL TH357D PAPER PARTS MANUAL	M0078697
CATERPILLAR MODEL TH357D PAPER SERVICE MANUAL	REN5180
COUPLER, HYDRAULIC, IT	506-3031
CARRIAGE, SIDE SHIFT, 48"	474-0141
FORK, PALLET 2.36" X 6" X 60" (SET OF TWO)	301-9754

Sell Price	\$156,130.00
Ext Warranty	\$3,540.00
Less Gross Trade Allowance	(\$0.00)
FREIGHT & DEALER PREP	\$1,500.00
SOURCEWELL NJPA GOVERNMENTAL DISCOUNT (#110530)	(\$49,130.00)
SALES TAX EXEMPT (0%)	\$0.00
After Tax Balance	\$112,040.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
TH220B	CATERPILLAR (AA)	0SLA00557	2005	\$0.00

INCLUDED WARRANTIES

- Standard Warranty: 12 Months/Unlimited Hours Full Machine
- Extended Warranty: 60 MO / 2,000 HR POWERTRAIN & HYDRAULIC

F.O.B/TERMS

City of Darien Yard

ADDITIONAL CONSIDERATIONS

- Delivery is 20-24 weeks

Accepted by _____ on _____

Signature



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Caterpillar Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: *Titus L Redpath* Date: 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.



Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: *[Signature]* Patrick Kearns
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

01E22A59D084E8
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42B8F817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North American Technology Manager

[Signature]
VENDOR AUTHORIZED SIGNATURE

Patrick Keams
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North America Industry Manager

Patrick Keains
VENDOR AUTHORIZED SIGNATURE

Patrick Keains
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: *Patrick Keenan*

Authorized Name (printed): Patrick Keenan

Title: North America Industry Manager

Date: 5/1/19

Notarized



Subscribed and sworn to before me this 6th day of March, 2019

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*

Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Caterpillar Inc _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase, however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

- 03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001.2015 Certificate (Exp date 09-Mar-2019)
- 05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025 2005 (Expiry date 31-Jan-2021)
- 06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001 2015 (Expiry date 24-Apr-2021)
- 08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001 2015 (Expiry date 29-Nov-2020)
- 12 - Caterpillar Inc. - Mat'l Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001 2015 Certificate. (Exp 23-Feb-2020)
- 13 - Caterpillar Inc. - Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001.2015 Certificate. (Exp date 26-Oct-2021)
- 16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001 2015 Certificate (Exp 30-Nov-2019)
- 28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001 2015 (Exp date 23-Jul-2020)
- 28 - Caterpillar Brasil Ltda, Piracicaba, Brasil - ISO9001.2015 Certificate (Exp date 19-Mar-2021)
- 29 - Caterpillar Engine Systems Inc (HQ), Pontiac (IL), USA - ISO9001.2015 Certificate (Exp date 06-Aug-2019)
- 40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001 2015 Certificate (Exp date 06-Aug-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001.2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001 2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001 2015 Certificate (Exp Date: 17-Feb-2019)
- 41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025 2005 (Expiry date 31-Dec-2019)
- 41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025.2005 (Exp Date: 31-Aug-2019)
- 68 - Caterpillar Inc (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001 2015 Certificate (Expiry date 19-Jun-2020)
- 68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001 2015 (Exp Date: 19-Jun-2020)
- 7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS 2015 / ISO9001 2015 Certificate (Expiry date 05-Oct-2020)
- 88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001 2015 Certificate (Expiry date 04-Feb-2021)
- 89 - Caterpillar Mexico S A de C V (Monterrey), Nuevo Leon, Mexico 66350 - CQMS 2015/ISO 9001 2015 Certificate (Exp 12-Jul-2019)
- 92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001 2008 (Exp Date: 29-Jan-2018)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001.2015 (Exp 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001 2015 Certificate (Exp 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001 2015 Certificate (Exp 19-Jun-2020)
- CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025 2005 (Expiry date 31-Jan-2020)
- DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001.2015 (Expiry date 06-Jul-2021)
- FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001 2015 (Expiry date 22-Jan-2021)
- HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001 2015 Certificate (Exp 19-Jun-2020)
- HP - Caterpillar Dyersburg, Tennessee - ISO9001 2008 Certificate (Expiry date 14-Sep-2018)
- HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001 2015 Certificate (Exp Date: 17-Feb-2019)
- JA - Caterpillar Inc. Building Construction Products Division, Sarriford (NC), USA - ISO9001 2015 (Expiry date 06-Jul-2021)
- JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001 2015 (Expiry date 22-Oct-2018)
- JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001 2015 (Expiry date 06-Jul-2021)
- LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001 2015 Certificate (Expiry date 03-Mar-2021)
- LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001 2008 (Exp Date: 15-Sep-2018)
- M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001 2015 (Expiry date 06-Jul-2021)
- MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001 2015 (Expiry date 06-Jul-2021)
- N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001 2015 Certificate (Exp Date 24-May-2019)
- PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001 2015 Certificate (Exp 19-Jun-2020)
- PV - Perkins Shibauro Engines LLC, Griffin (GA), US ISO9001 2015 (Expiry date 31-Jan-2020)
- QR - Caterpillar Global Mining - Houston PA - ISO 9001 2008 (Exp Date 15-Sep-2018)
- R8 - Caterpillar Inc / Paving Products / Minneapolis, (MN), USA - ISO 9001 2015 Certificate (Exp Date 27-Nov-2020)
- T3 - Solar Turbines Europe S A - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001 2015 Certificate (Exp 22-Sep-2020)
- T3 - Solar Turbines Inc (Packaging Systems Operations), San Diego (CA), USA - ISO9001 2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc (Power Generation), San Diego (CA), USA - ISO9001.2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001 2015 Certificate (Exp 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001 2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001 2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001 2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001 2015 Certificate (Exp 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001 2015 Certificate (Exp 22-Sep-2020)
- T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001 2015 Certificate (Exp 22-Sep-2020)
- T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001 2015 Certificate (Expiry date 23-July-2021)
- T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001 2015 Certificate (Exp Date 07-Jul-2021)
- T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001 2015 Certificate (Expiry date 24-Aug-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001 2015 Certificate (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001.2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B C Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagi, 6595 Riazino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp. 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS 2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldshoro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android)

In some situations, information available through My Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Patricia A. Redpath Date: 3/13/19



Form G
HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
RFP # 032119

Possible Points	BOMAG Americas, Inc.	Caterpillar Inc.	CNH Industrial America LLC	Doosan Infracore North America, LLC	Dynapac North America LLC	Grove U.S. L.L.C. (dba Manitowoc)	Hyundai Construction Equipment America, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	40	46	44	37	34	41
Pricing	400	352	359	321	313	346	347
Financial, Industry and Marketplace Successes	75	64	70	68	61	60	66
Bidder's Ability to Sell/ Service Contract Nationally	100	82	92	89	78	83	84
Bidder's Marketing Plan	50	37	44	44	38	39	42
Value Added Attributes	75	56	70	66	56	62	60
Warranty Coverages and Information	50	42	45	44	39	39	41
Selection and Variety of Products and Services Offered	200	159	186	176	156	154	159
Total Points	1000	832	912	852	778	817	840
<i>Rank Order</i>		8	1	3	12	10	7

Possible Points	John Deere Construction Retail Sales	Kobelco Construction Machinery USA, Inc.	Komatsu America Corp.	Link Belt Cranes	Roadtec, Inc	Volvo Construction Equipment North America, LLC	Wirtgen America, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	42	37	43	34	41	43
Pricing	400	344	264	345	342	313	337
Financial, Industry and Marketplace Successes	75	66	52	63	66	60	58
Bidder's Ability to Sell/ Service Contract Nationally	100	91	74	90	82	72	91
Bidder's Marketing Plan	50	41	46	44	40	36	45
Value Added Attributes	75	67	62	67	65	59	70
Warranty Coverages and Information	50	43	42	44	42	36	44
Selection and Variety of Products and Services Offered	200	181	151	177	160	156	180
Total Points	1000	875	728	873	831	773	878
<i>Rank Order</i>		7	14	3	9	13	5

DocuSigned by:
James Voelker
 15F8CCEFA81E4A0
 James Voelker, CPCM, CFCM, Sourcewell

DocuSigned by:
Greg Grunig
 97213389888D4C2
 Greg Grunig, Sourcewell

DocuSigned by:
Carol Jackson
 8EE63AEDD5E46E
 Carol Jackson, Sourcewell

DocuSigned by:
Michael Munoz
 0B0204E4003E445
 Michael Munoz, Sourcewell

DocuSigned by:
Craig West
 7F41572C858B4BA
 Craig West, Sourcewell

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2019 TELEHANDLER
CAT TH357D IN AN AMOUNT NOT TO EXCEED \$112,040 FROM
ALTORFER/CATERPILLAR INC.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU
PAGE COUNTY, ILLINOIS**, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to authorize the purchase of one (1) 2019 Telehandler Cat TH357D in an amount not to exceed \$112,040 from Altorfer/Caterpillar Inc., a copy of which is attached hereto as [“Exhibit A”](#).

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 3rd day of June, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 3rd day of June, 2019.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Quote 117622-01

March 28, 2019

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN
Illinois
60561

Attention: DENNIS CABLE

Dear Dennis,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: TH357D TELEHANDLER

STOCK NUMBER: TBO SERIAL NUMBER: TBO YEAR: 2019

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson
Machine Sales Representative

CATERPILLAR MODEL: TH357D TELEHANDLER**STANDARD EQUIPMENT**

BOOMS, STICKS, AND LINKAGES -Two section boom with non-metallic wear pads -Coupler tilt angle maintained automatically throughout boom range -by a compensation cylinder

POWERTRAIN -4 section cooling pack -Air to air charge cooler -Engine coolant -Hydraulic and transmission oil -Spin on fuel/water separator -Dual element air filter with condition indicator -Power shift transmission -F-N-R and gear change on joystick -Spin on engine oil filter Hydraulic filter -Spin on transmission filter -Planetary drive axles with permanent, mechanical four-wheel drive -wheel alignment -two-wheel front steer with automatic -Three steering modes: circle, crab and -Steer cylinders protected above axles -Transmission inching on brake pedal -Parking brake with manual lever -Limited slip differential on front axle -and rear axles -Enclosed oil disc brakes on front -Power-assisted, hydraulic braking system

HYDRAULICS -Max flow 140L/min -Max pressure 260 bar -Electronic joystick, simultaneous and -proportional control to all four boom -functions -Twin auxiliary hydraulic service with -continuous flow facility -Lock valves on all load carrying -cylinders -On demand hydraulic reverse fan -Hydraulic pattern changer switch -Variable displacement piston pump -Gear pump with steering priority

ELECTRICAL -12 volt electrical system -150 amp alternator (92 6/106kW engines) -120 amp alternator (83kW HRC/all LRC) -1000 CCA maintenance-free battery -Anti-restart key switch -Horn -Audible back-up alarm -12 volt internal power socket -2 x USB charging sockets -Cat comms adapter3 connector

OPERATOR ENVIRONMENT - Multi function joystick - Left and right side rear view mirrors - Interior mirror - Windscreen wiper washer - Rear and roof window wiper - Floor mat - Power steering - Steering wheel with spinner knob - Load charts - Fuse panel - Adjustable arm rest - Tilt steering column

OTHER STANDARD EQUIPMENT -Integral lift and tie-down points -Rear counterweight (fitted unless rear -hydraulic pick-up hitch selected)

INSTRUCTIONS -Parts manual on CD-ROM



MACHINE SPECIFICATIONS

Description	Reference No
TH357D AG HANDLER CFG1	567-5075
BELT, SEAT, 2" RETRACTABLE	229-0582
HEATER,ENGINE BLOCK, 110V,75KW	453-7296
SEAT, FABRIC, PREMIUM	476-8930
FNR, JOYSTICK ONLY	492-3940
LINES,FRONT HYD, DBL, HYD CPLR	495-7652
BEACON, ROTATING	495-7659
WINDOW, REAR, EXT RELEASE	496-6529
MIRROR, CONVEX, TOW HITCH	497-9576
MANUAL, OPER. MAINT. ENGLISH	500-6394
LINES, REAR AUX, SGL, 2 WAY	506-3318
HITCH, RETRIEVAL, NON-ROAD	506-7531
TRAILER SERVICES, NONE	506-7647
TIRES, 15.5 R25, MX, XHA	512-4763
HEADLINER. RADIO READY	513-4181
BATTERY, DUAL	513-4299
FENDERS, SET OF FOUR, STD	514-4638
LIGHTS, ROADING, AG, RH DIP	515-0963
WORKLIGHTS, LED, AC	515-1886
CAB, ENCLOSED, AG, HRC	517-9179
AXLE ARRANGEMENT, STANDARD	517-9299
ENGINE, 83KW, HRC	518-5875
HEATER + AIR CONDITIONER, HRC1	520-8643
PREPARATION PACK, USA	522-5805
PRODUCT LINK READY, AC 1	523-8303
REVERSING CAMERA 1	528-2072
TOOL BOX	541-9094
MONITOR, ADVANCED DISPLAY	546-5767
RIDE CONTROL	550-7931
RAIN CAP, ENGINE BREATHER	558-7237
PACKING TH, COMPLETE MACHINE	0G-0356
TH357 NORTH AMERICAN ORDER	0G-0646
LANE 3 ORDER	0P-9003
CATERPILLAR MODEL TH357D PAPER PARTS MANUAL	M0078697
CATERPILLAR MODEL TH357D PAPER SERVICE MANUAL	REN5180
COUPLER, HYDRAULIC, IT	506-3031
CARRIAGE, SIDE SHIFT, 48"	474-0141
FORK, PALLET 2.36" X 6" X 60" (SET OF TWO)	301-9754

Sell Price	\$156,130.00
Ext Warranty	\$3,540.00
Less Gross Trade Allowance	(\$0.00)
FREIGHT & DEALER PREP	\$1,500.00
SOURCEWELL NJPA GOVERNMENTAL DISCOUNT (#110530)	(\$49,130.00)
SALES TAX EXEMPT (0%)	\$0.00
After Tax Balance	\$112,040.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
TH220B	CATERPILLAR (AA)	0SLA00557	2005	\$0.00

INCLUDED WARRANTIES

Standard Warranty: 12 Months/Unlimited Hours Full Machine
 Extended Warranty: 60 MO / 2,000 HR POWERTRAIN & HYDRAULIC

F.O.B/TERMS
 City of Darien Yard

ADDITIONAL CONSIDERATIONS

- Delivery is 20-24 weeks

Accepted by _____ on _____

 Signature



AGENDA MEMO
City Council
June 3, 2019

ISSUE STATEMENT

Approval of a resolution authorizing the purchase of one (1) 2019, Caterpillar Model 440-07 Backhoe Loader in an amount not to exceed \$135,930 from Altorfer/Caterpillar Inc.

RESOLUTION

BACKGROUND/HISTORY

The proposed equipment would be replacing a 2009, Unit 205, Caterpillar Model 430E Backhoe Loader. The backhoe and loader is utilized daily for various digging and loading activities within the street division. The current machine has 4,835 hours, equipment rating of 78.89, see attached Vehicle Rating Sheet labeled as [Attachment A](#), and continues to experience component breakdowns of the excavation system, Wain Roy Coupling, and ongoing hydraulic coupling/piston leaks.

The 2019 Caterpillar Model 440-07 Backhoe Loader would be purchased through Sourcewell, formerly known as the National Joint Powers Alliance, NJPA, Contract No 032119-CAT, labeled as [Attachment B](#), as awarded to Altorfer/Caterpillar Inc.

The FY19/20 Budget includes funding for the vehicle through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4815	Equipment	\$ 148,000.00	\$ 135,930.00	\$ 12,070.00

COMMITTEE RECOMMENDATION

Municipal Services Committee requests approval of this resolution authorizing the purchase of one 2019, Caterpillar Model 440-07 Backhoe Loader in an amount not to exceed \$135,930 from Altorfer/Caterpillar Inc. Upon receipt of the new equipment, the retired unit will be declared surplus under a forthcoming agenda memo.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be on the June 3, 2019 City Council agenda for formal consideration.

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	205	DEPARTMENT	Street	DATE	5-20-19
MODEL YEAR	2009	MODEL	430E	CURRENT MILEAGE	4835
CURRENT MILEAGE		CURRENT HOURS	4835	MAXIMUM POINTS	VEHICLE SCORE
AGE					
	Department	Street			
	Life Expectancy	12			
	Age as of Report Date	10			
	AGE: Meets Requirements		20		20
USAGE					
	MILES				
	HOURS	4835			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements		20		12.89
TYPE OF SERVICE					
	1-LIGHT DUTY				
	10-CRITICAL DUTY				
	SERVICE: Meets Requirements		15		11
RELIABILITY					
	RELIABILITY: Frequency or Visits for Service				
	RELIABILITY: Meets Requirements		15		13
MAINTENANCE AND REPAIR COSTS					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE	91,950.00			
	LIFE TO DATE REPAIR COST	7,394.31			
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	8.04%			

UNIT NO	205	DEPARTMENT		DATE	5-20-19
MODEL YEAR		MODEL			
CURRENT MILEAGE		CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
PERCENTAGES OF REPAIR POINTS	POINTS				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements		10		2
CONDITION:					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements		15		15
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5		5
TOTAL POINTS			100		78.89

~~4835.0~~ 4,835.0

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acct	Part(\$)	Labor Cost	Hours
Group-System	Repair Date								
205: 2009 CAT 430E ORLN00264									
0000028245	59	/01							
06-36: MARS & STROBE	02/06/09	08/01	001			\$139.93	\$14.00	0.50	
0000028379	236	/01							
09-57: HYDRAULIC SYS	05/27/09	08/01	002			\$6.54	\$45.00	3.00	
0000028451	258	/01							
01-PMA: PREV. MAINT.	07/24/09	08/01	002			\$20.57	\$15.00	1.00	
01-PMB: PREV. MAINT.	07/24/09	08/01	002			\$45.09	\$15.00	1.00	
01-PMC: PREV. MAINT.	07/24/09	08/01	002			\$0.00	\$7.50	0.50	
0000028521	441	/01							
09-57: HYDRAULIC SYS	09/14/09	08/01	002			\$108.10	\$30.00	2.00	
0000028585	485	01/02							
03-05: GLASS REPAIR	10/19/09	01/01	002			\$210.53	\$15.00	1.00	
0000028611	550	01/02							
09-57: HYDRAULIC SYS	11/25/09	01/01	001			\$284.24	\$56.00	2.00	
0000028627	550	01/01							
01-PMA: PREV. MAINT.	11/30/09	01/01	001			\$123.43	\$126.00	4.50	
01-PMB: PREV. MAINT.	11/30/09	01/01	001			\$108.56	\$28.00	1.00	
01-PMC: PREV. MAINT.	11/30/09	01/01	001			\$0.00	\$28.00	1.00	
09-57: HYDRAULIC SYS	11/30/09	01/01	001			\$28.33	\$28.00	1.00	
0000028881	740	01/01							
01-PMA: PREV. MAINT.	06/24/10	08/01	001			\$19.27	\$56.00	2.00	
09-57: HYDRAULIC SYS	06/24/10	08/01	001			\$64.20	\$28.00	1.00	
0000028893	774	01/01							
03-03: SHEET METAL	07/12/10	08/01	002			\$0.00	\$7.50	0.50	
0000028914	808	01/01							
01-PMC: PREV. MAINT.	07/29/10	08/01	001			\$0.00	\$56.00	2.00	
0000029162	1223	01/01							
01-PMA: PREV. MAINT.	02/25/11	08/01	002			\$31.68	\$60.00	4.00	

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
Group-System	Repair Date								
205: 2009 CAT 430E ORLN00264									
0000029162		1223	01/01						
01-PMB: PREV. MAINT.	02/25/11			08/01	002		\$44.46	\$0.00	0.00
07-41: AIR INTAKE SYS	02/25/11			08/01	002		\$70.01	\$0.00	0.00
0000029172		1225	01/01						
01-PMC: PREV. MAINT.	03/03/11			08/01	002		\$0.00	\$15.00	1.00
0000029411		1569	01/01						
01-PMA: PREV. MAINT.	09/09/11			08/01	002		\$19.60	\$22.50	1.50
07-41: AIR INTAKE SYS	09/09/11			08/01	002		\$61.55	\$3.75	0.25
0000029431		1570	01/01						
01-PMC: PREV. MAINT.	10/03/11			08/01	002		\$0.00	\$15.00	1.00
0000029505		1780	01/01						
03-06: DOORS	12/29/11			08/01	002		\$63.70	\$7.50	0.50
0000029645		1796	01/01						
01-PMA: PREV. MAINT.	03/02/12			08/01	002		\$19.94	\$48.75	3.25
07-41: AIR INTAKE SYS	03/02/12			08/01	002		\$104.06	\$7.50	0.50
03-10: WIPERS/WASHERS	03/02/12			08/01	002		\$37.42	\$37.50	2.50
0000029674		1754	01/03						
06-36: MARS & STROBE	03/26/12			01/01	002		\$144.22	\$15.00	1.00
0000029691		1876	01/01						
01-PMB: PREV. MAINT.	04/16/12			08/01	002		\$87.90	\$15.00	1.00
01-PMC: PREV. MAINT.	04/16/12			08/01	002		\$0.00	\$15.00	1.00
0000029870		2147	01/01						
01-PMA: PREV. MAINT.	08/23/12			01/01	002		\$31.38	\$22.50	1.50
07-41: AIR INTAKE SYS	08/23/12			01/01	002		\$95.88	\$3.75	0.25
10-70: BACKHOE	08/23/12			01/01	002		\$154.86	\$45.00	3.00
01-PMC: PREV. MAINT.	08/23/12			01/01	002		\$0.00	\$7.50	0.50
0000029872		2147	01/03						
10-70: BACKHOE	08/24/12			01/01	002		\$0.00	\$22.50	1.50

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
205: 2009 CAT 430E ORLN00264										
0000029878		2147	01/03							
09-63: HOSES & FITTING				08/28/12	01/01	002		\$0.00	\$7.50	0.50
0000029964		2302	01/01							
01-PMA: PREV. MAINT.				11/15/12	08/01	002		\$41.95	\$37.50	2.50
01-PMB: PREV. MAINT.				11/15/12	08/01	002		\$146.96	\$30.00	2.00
01-PMC: PREV. MAINT.				11/15/12	08/01	002		\$0.00	\$3.75	0.25
07-41: AIR INTAKE SYS				11/15/12	08/01	002		\$62.97	\$3.75	0.25
0000030122		2483	01/03							
03-06: DOORS				04/17/13	01/01	002		\$35.77	\$15.00	1.00
0000030158		2499	01/03							
06-38: ELECT SHORTS				05/07/13	01/01	002		\$35.77	\$7.50	0.50
0000030159		2502	01/01							
01-PMA: PREV. MAINT.				05/08/13	08/01	002		\$30.80	\$45.00	3.00
07-41: AIR INTAKE SYS				05/08/13	08/01	002		\$105.03	\$0.00	0.00
0000030200		2586	01/03							
09-57: HYDRAULIC SYS				06/19/13	01/01	002		\$76.73	\$75.00	5.00
01-PMC: PREV. MAINT.				06/19/13	01/01	002		\$0.00	\$7.50	0.50
0000030210		2590	01/03							
09-57: HYDRAULIC SYS				06/28/13	01/01	002		\$119.54	\$60.00	4.00
0000030551		3213	01/03							
06-35: BATTERY				06/16/14	01/01	002		\$254.76	\$22.50	1.50
0000030606		3263	01/03							
02-17: TIRES,TUBES,ETC				08/07/14	01/01	002		\$633.52	\$22.50	1.50
0000030749		3425	01/01							
12-94: CUTTING EDGES				12/09/14	08/01	002		\$343.52	\$7.50	0.50
01-PMA: PREV. MAINT.				12/09/14	08/01	002		\$32.80	\$30.00	2.00
07-41: AIR INTAKE SYS				12/09/14	08/01	002		\$95.36	\$3.75	0.25
01-PMB: PREV. MAINT.				12/09/14	08/01	002		\$89.05	\$7.50	0.50
01-PMC: PREV. MAINT.				12/09/14	08/01	002		\$0.00	\$0.00	0.00

Equipment	Repair Order	Meter	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(s)	Labor Cost	Hours
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205: 2009 CAT 430E ORLN00264

0000030788	06-37: SPOT LIGHT	3454	01/03	02/09/15	01/01	002		\$157.72	\$7.50	0.50
0000030886	01-PMC: PREV. MAINT.	3495	01/01	05/11/15	08/01	002		\$0.00	\$7.50	0.50
0000030932	10-70: BACKHOE	3551	01/03	06/25/15	04/01	002		\$506.82	\$33.75	2.25
0000031133	10-70: BACKHOE	3845	01/03	07/25/16	01/01	002		\$1,681.69	\$30.00	2.00
0000031159	09-57: HYDRAULIC SYS	3918	01/03	09/27/16	01/01	002		\$204.07	\$45.00	3.00
0000031415	01-PMA: PREV. MAINT.	4125	01/01	06/23/17	08/01	002		\$32.32	\$15.00	1.00
	01-PMB: PREV. MAINT.			06/23/17	08/01	002		\$50.08	\$15.00	1.00
	01-PMC: PREV. MAINT.			06/23/17	08/01	002		\$0.00	\$7.50	0.50
0000031530	04-13: BRAKES	4261	01/03	11/07/17	01/01	002		\$51.58	\$30.00	2.00
0000031594	03-07: INTERIOR	4519	01/03	01/05/18	01/01	002		\$163.17	\$15.00	1.00
0000031595	09-63: HOSES & FITTING	4313	01/03	01/03/18	01/01	002		\$139.08	\$45.00	3.00
0000031597	07-42: COOLING SYS	4304	01/03	01/02/18	01/01	002		\$69.16	\$37.50	2.50
0000031644	12-94: CUTTING EDGES	4437	01/03	04/18/18	01/01	002		\$352.46	\$15.00	1.00
0000031680	01-PMA: PREV. MAINT.	4475	01/01	05/14/18	08/01	002		\$36.18	\$22.50	1.50

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor		
								Group-System	Repair Date	Cost
205: 2009 CAT 430E ORLN00264										
0000031680		4475	01/01							
01-PMC: PREV. MAINT.			05/14/18	08/01	002		\$0.00	\$3.75	0.25	
06-31: CHARGING SYS			05/14/18	08/01	002		\$651.72	\$37.50	2.50	
0000031867		4767	01/01							
07-44: FUEL SYS			01/31/19	01/01	TOM		\$80.30	\$41.30	1.00	
					Equipment -	205	Total	\$8,406.33	\$1,713.80	99.50
							Grand Total	\$8,406.33	\$1,713.80	99.50

ALTORFER

Quote 118326-01

May 21, 2019

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN
Illinois
60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: 440-07 BACKHOE LOADER**STOCK NUMBER: X6857 SERIAL NUMBER: TBA YEAR: 2019**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson
Machine Sales Representative

CATERPILLAR MODEL: 440-07 BACKHOE LOADER

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -15' Center pivot excavator style -backhoe -Electrohydraulic operated hydraulic controls with pattern changer valve -Electrohydraulic operated stabilizer -controls -Boom transport lock -Swing transport lock -Street pads stabilizer shoes -Anti-drift hydraulics -(Boom, Stick and E-Stick) -Cat Cushion Swing(tm) system -Bucket level indicator -Lift cylinder brace -Return-to-dig (auto bucket positioner) -Self-leveling loader with single lever -control -Transmission neutralizer switch -Single Tilt Loader

POWERTRAIN -Cat C4.4, 86kW (Net 104HP/78kW) -Direct Injection Turbo Charged Engine, -with ACERT technology. -US EPA Tier4 Final Emissions Compliant -with Selective Catalytic Reduction(SCR) -Water separator with service indicator -Thermal starting aid system -Eco mode -A dry-type axial seal air cleaner with -integral precleaner, automatic dust -ejection system and filter condition -indicator -Hydraulically boosted multi-plate wet -disk brake with dual pedals and interlock -Differential lock -Spring Applied Hydraulic Release (SAHR) -brake -High Ambient Cooling Package -Torque converter -Auto shift transmission with 6 forward -and 3 reverse gears and neutral safety -switch -Spin-on fuel, engine oil & transmission -oil filters -Outboard planetary rear axles -Open Circuit Breather

HYDRAULICS -Load sensing, variable flow system -with 62 GPM axial piston pump -6-micron hydraulic filter -O-ring face seal hydraulic fittings -Caterpillar XT-3 hose -Hydraulic oil cooler -Pilot control shutoff switch -PPPC, Open Center with Flow Summation -Hydraulic suction strainer

ELECTRICAL -12-volt electrical start -150 ampere alternator -Horn and Backup Alarm -Hazard flashers/turn signals -Halogen head lights (4) -Halogen rear flood lights (4) -Stop and tail lights -Audible system fault alarm -Key start/stop system -1.000 CCA maintenance free battery -Battery disconnect switch -External/internal power receptacles(12v) -Diagnostic ports for engine and machine -Electronic Control Modules -Remote jump start connector

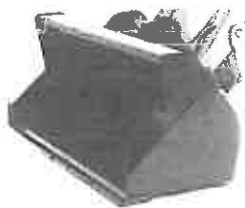
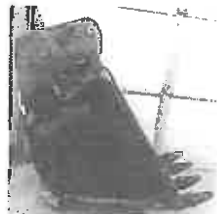
OPERATOR ENVIRONMENT -Lighted gauge group -Interior rearview mirror -ROPS canopy, Rear Fenders -2-inch retractable seat belt -Tilt steering column -Steering knob -Hand and foot throttle -Automatic Engine Speed Control -One Touch Low Idle -Floor mat and Coat Strap -Lockable storage area -Air suspension seat

OTHER STANDARD EQUIPMENT -Hydrostatic power steering -Standard Storage Box -Transport tie-downs -Ground line fill fuel tank with 44 -gallon capacity -Ground line fill diesel exhaust fluid -tank with 5-gallon capacity -Rubber impact strips on radiator guards -Bumper -CD-ROM Parts Manual -Backhoe Safety Manual -Operations and Maintenance Manual -Lockable hood - Tire Valve Stem Protection - Long Life Coolant -30C (-20F) - Counterweight 500kg/1102lbs - Padlocks Qty 2



MACHINE SPECIFICATIONS

Description	Reference No
440-07A BACKHOE LOADER	506-3397
LANE 3 ORDER	0P-9003
STICK, EXTENDABLE, 15'	506-3426
POWERTRAIN, 4WD, AUTOSHIFT, LTC	521-5139
HYDRAULICS, QC, 8FCN/8BNK	506-3415
CAB, DELUXE	506-3417
SEAT, DELUXE FABRIC, HEATED	507-5500
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
BELT, SEAT, 2" SUSPENSION	206-1747
PRODUCT LINK, CELLULAR PL641	518-9096
TIRES, 340 80R20/540 70R24, MX	533-0465
STABILIZER PADS, FLIP-OVER	488-2944
INSTRUCTIONS, ANSI	488-2908
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	506-3404
COUPLING, QD, THREADED WITH CAPS	456-3390
LINES, AUX COMBO, EXT STICK 15'	506-3430
RADIO, FM BLUETOOTH	540-2298
COLD WEATHER PACKAGE, 120V HRC	506-3449
PLATE GROUP, BOOM WEAR	513-8881
LINES, HYD COUPLER 16' E-STICK	506-3434
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
BEACON, MAGNETIC MOUNT, STROBE	433-0154
CATERPILLAR 440 BACKHOE LOADER - SERVICE MANUAL	UENR8140
CATERPILLAR 440 BACKHOE LOADER - PARTS MANUAL	M0093343
BUCKET-GP, 2.0 YD3, IT, BOCE	506-0984
WAIN ROY HYDRAULIC SWINGER COUPLER	1022366
WAIN ROY 24" HD BUCKET	100391824

BUCKET-GP, 2.0 YD3**HYDRAULIC SWINGER COUPLER****WAIN ROY 24" HD BUCKET**

LIST PRICE	\$195,319.00
EXT WARRANTY	\$850.00
FREIGHT & DEALER PREP	\$5,530.00
IPA GOVERNMENTAL DISCOUNT	(\$65,769.00)
SALES TAX EXEMPT (0%)	\$0.00
AFTER TAX BALANCE	\$135,930.00

INCLUDED WARRANTIES

- Standard Warranty: 12 Months/Unlimited Hours Full Machine
- Extended Warranty: 36 MO / 2,000 HR POWERTRAIN & HYDRAULIC

F.O.B./TERMS

City of Darien Yard

ADDITIONAL CONSIDERATIONS

- Delivery is Early August 2019

Accepted by _____ on _____

Signature



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: *Tina A Redpath* Date: 3/13/19

Sourcewell's clarification on exceptions listed above:



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.



Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: [Signature] P. Patrick Keenan
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

015224130278149
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coauette

764288F817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North American Industry Manager

[Signature]

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns

(NAME PRINTED OR TYPED)

Executed on May 11, 2019

Sourcewell Contract # 032119-CAT

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
CDFD3A138D08498
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E4286F817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North America Industry Manager

Patrick Keains
VENDOR AUTHORIZED SIGNATURE

Patrick Keains
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: *Patrick Krown*

Authorized Name (printed): Patrick Krown

Title: North America Industry Manager

Date: 3/1/19

Notarized



Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

- 03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
- 05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
- 06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
- 08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
- 12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
- 13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
- 16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
- 28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
- 28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
- 29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
- 41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
- 68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
- 68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
- 7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
- 88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
- 89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
- 92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
- DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
- HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
- HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
- JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
- LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
- M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- MC - Caterpillar Inc. Building Construction Products Division, Torreón, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
- N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
- PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
- QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
- R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
- T3 - Solar Turbines Europe S.A. - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
- T3 - Solar Turbines Inc. - Turbobab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
- T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
- T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg J, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our "green initiatives" more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Patricia A. Reddy Date: 3/13/19



Form G
HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
RFP # 032119

Possible Points	BOMAG Americas, Inc.	Caterpillar Inc.	CNH Industrial America LLC	Doosan Infracore North America, LLC	Dynapac North America LLC	Grove U.S. L.L.C. (dba Manitowoc)	Hyundai Construction Equipment Americas, Inc.
Conformance to Terms/ Conditions to Include							
Documentation	50	40	46	44	37	34	41
Pricing	400	352	359	321	313	346	353
Financial, Industry and Marketplace Successes	75	64	70	68	61	60	59
Bidder's Ability to Sell/ Service Contract Nationally	100	82	92	89	78	83	84
Bidder's Marketing Plan	50	37	44	44	38	39	42
Value Added Attributes	75	56	70	66	56	62	60
Warranty Coverages and Information	50	42	45	44	39	39	41
Selection and Variety of Products and Services Offered	200	159	186	176	156	154	159
Total Points	1000	832	912	852	778	817	840
Rank Order		8	1	5	12	10	7

Possible Points	John Deere Construction Retail Sales	Kobelco Construction Machinery USA, Inc.	Komatsu America Corp.	Link Belt Cranes	Roadtec, Inc	Volvo Construction Equipment North America, LLC	Wirtgen America, Inc.
Conformance to Terms/ Conditions to Include							
Documentation	50	42	37	43	34	41	43
Pricing	400	344	264	345	342	313	337
Financial, Industry and Marketplace Successes	75	66	52	63	66	60	68
Bidder's Ability to Sell/ Service Contract Nationally	100	91	74	90	82	72	91
Bidder's Marketing Plan	50	41	46	44	40	36	45
Value Added Attributes	75	67	62	67	65	59	70
Warranty Coverages and Information	50	43	42	44	42	36	44
Selection and Variety of Products and Services Offered	200	181	151	177	160	156	180
Total Points	1000	875	728	873	831	773	878
Rank Order		3	14	4	9	13	11

DocuSigned by:
James Voelker
 15E8CDEF8A1E4A0
 James Voelker, CPCM, CFCM, Sourcewell

DocuSigned by:
Greg Grunig
 0721338988BD402
 Greg Grunig, Sourcewell

DocuSigned by:
Carol Jackson
 8EE83AED05E46E
 Carol Jackson, Sourcewell

DocuSigned by:
Michael Munoz
 0B0204E40D3E445
 Michael Munoz, Sourcewell

DocuSigned by:
Craig West
 7E41572CB58B4BA
 Craig West, Sourcewell



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2019, CATERPILLAR MODEL 440-07 BACKHOE LOADER IN AN AMOUNT NOT TO EXCEED \$135,930 FROM ALTORFER/CATERPILLAR INC

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to authorize the purchase of one (1) 2019, Caterpillar Model 440-07 Backhoe Loader in an amount not to exceed \$135,930 from Altorfer/Caterpillar Inc., a copy of which is attached hereto as "**Exhibit A**".

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES

ALTORFER**CAT**

Quote 118326-01

May 21, 2019

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN
Illinois
60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: 440-07 BACKHOE LOADER**STOCK NUMBER: X6857 SERIAL NUMBER: TBA YEAR: 2019**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. **In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.**

Sincerely,

Pete Swanson

Pete Swanson
Machine Sales Representative

CATERPILLAR MODEL: 440-07 BACKHOE LOADER

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -15' Center pivot excavator style -backhoe -Electrohydraulic operated hydraulic - controls with pattern changer valve -Electrohydraulic operated stabilizer -controls -Boom transport lock -Swing iransport lock -Street pads stabilizer shoes -Anti-drift hydraulics -(Boom, Stick and E-Stick) -Cat Cushion Swing(tm) system -Bucket level indicator -Lift cylinder brace -Return-to-dig (auto bucket positioner) -Self-leveling loader with single lever -control -Transmission neutralizer switch -Single Tilt Loader

POWERTRAIN -Cat C4.4, 86kW (Net 104HP/78kW) -Direct Injection Turbo Charged Engine, -with ACERT technology. -US EPA Tier4 Final Emissions Compliant -with Selective Catalytic Reduction(SCR) -Water separator with service indicator -Thermal starting aid system -Eco mode -A dry-type axial seal air cleaner with -integral precleaner, automatic dust -ejection system and filter condition -indicator -Hydraulically boosted multi-plate wet -disk brake with dual pedals and interlock -Differential lock -Spring Applied Hydraulic Release (SAHR) -brake -High Ambient Cooling Package -Torque converter -Auto shift transmission with 6 forward -and 3 reverse gears and neutral safety -switch -Spin-on fuel, engine oil & transmission -oil filters -Outboard planetary rear axles -Open Circuit Breather

HYDRAULICS -Load sensing, variable flow system -with 62 GPM axial piston pump -6-micron hydraulic filter -O-ring face seal hydraulic fittings -Caterpillar XT-3 hose -Hydraulic oil cooler -Pilot control shutoff switch -PPPC, Open Center with Flow Summation -Hydraulic suction strainer

ELECTRICAL -12-volt electrical start -150 ampere alternator -Horn and Backup Alarm -Hazard flashers/turn signals - Halogen head lights (4) -Halogen rear flood lights (4) -Stop and tail lights -Audible system fault alarm -Key start/stop system -1,000 CCA maintenance free battery -Battery disconnect switch -External/internal power receptacles(12v) - Diagnostic ports for engine and machine -Electronic Control Modules -Remote jump start connector

OPERATOR ENVIRONMENT -Lighted gauge group -Interior rearview mirror -ROPS canopy, Rear Fenders -2-inch retractable seat belt -Tilt steering column -Steering knob -Hand and foot throttle -Automatic Engine Speed Control - One Touch Low Idle -Floor mat and Coat Strap -Lockable storage area -Air suspension seat

OTHER STANDARD EQUIPMENT -Hydrostatic power steering -Standard Storage Box -Transport tie-downs -Ground line fill fuel tank with 44 -gallon capacity -Ground line fill diesel exhaust fluid -tank with 5-gallon capacity -Rubber impact strips on radiator guards -Bumper -CD-ROM Parts Manual -Backhoe Safety Manual -Operations and Maintenance Manual -Lockable hood - Tire Valve Stem Protection - Long Life Coolant -30C (-20F) - Counterweight 500kg/1102lbs - Padlocks Qty 2



MACHINE SPECIFICATIONS

Description	Reference No
440-07A BACKHOE LOADER	506-3397
LANE 3 ORDER	0P-9003
STICK, EXTENDABLE, 15'	506-3426
POWERTRAIN, 4WD, AUTOSHIFT, LTC	521-5139
HYDRAULICS, QC, 6FCN/8BNK	506-3415
CAB, DELUXE	506-3417
SEAT, DELUXE FABRIC, HEATED	507-5500
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
BELT, SEAT, 2" SUSPENSION	206-1747
PRODUCT LINK, CELLULAR PL641	518-9096
TIRES, 340 80R20/540 70R24, MX	533-0465
STABILIZER PADS, FLIP-OVER	488-2944
INSTRUCTIONS, ANSI	488-2908
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	506-3404
COUPLING, QD, THREADED WITH CAPS	456-3390
LINES, AUX COMBO, EXT STICK 15'	506-3430
RADIO, FM BLUETOOTH	540-2298
COLD WEATHER PACKAGE, 120V HRC	506-3449
PLATE GROUP, BOOM WEAR	513-8881
LINES, HYD COUPLER 16' E-STICK	506-3434
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
BEACON, MAGNETIC MOUNT, STROBE	433-0154
CATERPILLAR 440 BACKHOE LOADER - SERVICE MANUAL	UENR8140
CATERPILLAR 440 BACKHOE LOADER - PARTS MANUAL	M0093343
BUCKET-GP, 2.0 YD3, IT, BOCE	506-0984
WAIN ROY HYDRAULIC SWINGER COUPLER	1022366
WAIN ROY 24" HD BUCKET	100391824

BUCKET-GP, 2.0 YD3**HYDRAULIC SWINGER COUPLER****WAIN ROY 24" HD BUCKET**

LIST PRICE	\$195,319.00
EXT WARRANTY	\$850.00
FREIGHT & DEALER PREP	\$5,530.00
IPA GOVERNMENTAL DISCOUNT	(\$65,769.00)
SALES TAX EXEMPT (0%)	\$0.00
AFTER TAX BALANCE	\$135,930.00

INCLUDED WARRANTIES

Standard Warranty: 12 Months/Unlimited Hours Full Machine
Extended Warranty: 36 MO / 2,000 HR POWERTRAIN & HYDRAULIC

F.O.B./TERMS
City of Darien Yard

ADDITIONAL CONSIDERATIONS

- Delivery is Early August 2019

Accepted by _____ on _____

Signature



AGENDA MEMO
City Council
June 3, 2019

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Village of Downers Grove regarding street maintenance project on Williams Street, between Plainfield Road and 75th Street, within the corporate limits of the City of Darien.

RESOLUTION

BACKGROUND/HISTORY

The Village of Downers Grove and the City of Darien staff have been in discussions regarding a street maintenance project on Williams Street, between Plainfield Road and 75th Street, within the corporate limits of the City of Darien, see [Attachment A](#). The roadway is located in both municipalities, from 75th Street to Plainfield Road and the project includes limited sidewalk, curb & gutter removal and resurfacing. The Village of Downers Grove will be the lead agency and will work with City Staff to coordinate limits and quantities. Upon completion of the project, the Village of Downers Grove will forward an invoice as it relates to final quantities for the City of Darien. [Attachment B](#), is the corporate limits between the Village of Downers Grove and the City of Darien.

The maintenance project has been budgeted for the FY19-20 Budget and includes funding as described below:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE
25-35-4855	STREET RECONSTRUCTION /REHAB	\$ 65,000	*\$65,000

*The final cost will be based upon field quantities not to exceed \$65,000. The cost summary is attached as Attachment 1.

COMMITTEE RECOMMENDATION

Municipal Services Committee recommends approval of the Intergovernmental Agreement.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the June 3, 2019 City Council agenda for formal consideration.

MEMO

Kokkinis

From: Dan Gombac
Sent: Friday, May 24, 2019 10:03 AM
To: Regina Kokkinis
Subject: RE: Williams-ATTACHMENT A

ATTACHMENT A

Daniel Gombac
Director of Municipal Services
630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

From: John Welch <jwelch@downers.us>
Sent: Thursday, October 18, 2018 10:02 AM
To: David Fell <dfell@darienil.gov>
Cc: Scott Barr <sbarr@downers.us>
Subject: Williams

David,

It's been a couple weeks since we spoke and I have some information for you. Based on previous cooperative work on Williams (in 2004), it appears Darien has 2,477 sq yds of pavement on Williams between 77th and Plainfield. We use an all-in number of \$26/SY for budgeting purposes, which puts Darien at \$64,400. This would include any intermittent curb & gutter R&R and base patching.

Another piece of information is the County looks to be resurfacing 75th Street along with a few intersection improvements next year and coming as far south as Elizabeth on Williams. I think our contractor and theirs could play nice together and be separate enough that they aren't in each other's way. Just thought I'd mention it.

Please let me know if you have any questions or concerns.

Thanks,

John

John M. Welch, PE, CFM

Assistant Director of Public Works - Engineering

Public Works Department

5101 Walnut Avenue

Downers Grove, IL 60515

office: 630-434-5494

jwelch@downers.us



75TH ST

FLORENCE AVE

ELIZABETH LN

77TH ST

WILLIAMS ST

SHERWOOD CT

QUEENS CT

BAMBRIDGE DR

KNOTTINGHAM LN

MARIE DR

ROHRER DR

MANNING RD



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF DOWNERS GROVE REGARDING STREET MAINTENANCE PROJECT ON WILLIAMS STREET, BETWEEN PLAINFIELD ROAD AND 75TH STREET, WITHIN THE CORPORATE LIMITS OF THE CITY OF DARIEN.

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Village of Downers Grove regarding street maintenance project on Williams Street, between Plainfield Road and 75th Street, within the corporate limits of the City of Darien, a copy of which is attached hereto as "[Exhibit A](#)," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the street maintenance project on Williams Street, between Plainfield Road and 75th Street within the corporate limits of the City of Darien.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

RESOLUTION NO. _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 3rd day of June, 2019.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, is made and entered into this 3rd day of June, 2019, by and between the Village of Downers Grove, an Illinois Municipal Corporation (hereinafter referred to as “Downers Grove”) and the City of Darien, an Illinois Municipal Corporation, (hereinafter referred to as “Darien”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, Downers Grove and Darien are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois and are authorized to contract and agree with one another on matters of mutual concern; and

WHEREAS, in 1972 Downers Grove annexed the majority of a residential development commonly referred to as the “Knottingham Subdivision”, which is depicted on [Exhibit A](#) (hereinafter referred to as the “Knottingham Subdivision”); and

WHEREAS, portions of the Knottingham Subdivision are still located within the corporate boundaries of Darien (hereinafter referred to as “Darien Knottingham Areas”); and

WHEREAS, Downers Grove periodically performs maintenance (patching, resurfacing, crack sealing, etc.) and reconstruction of its roadways and other paved public improvements; and

WHEREAS, Darien and Downers Grove desire to cooperate in an effort to coordinate the timing of their maintenance and reconstruction activities in order to create

efficiencies and reduce costs; and

WHEREAS, Downers Grove intends to resurface Williams Street, which is located in both municipalities, from 75th Street to Plainfield Road, including sidewalk and curb & gutter removal and replacement (hereinafter referred to as the “Resurfacing Project”); and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. For this Resurfacing Project, Downers Grove shall be responsible for the public advertisement for call for bids, the selection of contractor(s) and awarding of construction contracts in compliance with the applicable procurement requirements, and managing the contracts.
3. Downers Grove shall require all contractors to name Darien, its agents, officers and employees as additional insureds on all insurance policies, except the worker’s compensation policy and any professional liability policy.
4. Downers Grove agrees to administer the Resurfacing Project in the best interest of both parties to consult with, and keep advised, officials of Darien regarding the progress of the work. Darien defers to Downers Grove’s judgment and decisions with respect to ADA requirements relating to the Resurfacing Project. Notwithstanding, Darien shall have a representative on-site during the construction phase for improvements within its right-of-way. Downers Grove shall not execute any change orders relating to Darien’s portion of the project without Darien’s prior written consent. Darien shall be responsible for any costs and/or fees due to any delay caused by Darien.

5. Darien grants to Downers Grove, its agents and contractors the right to enter upon, on, over, across, under, in and through Darien's rights-of-way located within the Williams Street right-of-way for the purposes of resurfacing Williams Street and to perform all work associated therewith. Darien waives the requirement for obtaining a permit and any fees associated therewith. Darien agrees that it shall not have the ability or authority to stop any work performed by Downers Grove, its agents or contractors within Darien's rights-of-way or jurisdiction in relation to the Resurfacing Project. The parties agree to cooperate with one another and use their best efforts to insure the timely and successful completion of the Resurfacing Project.

6. Darien shall reimburse Downers Grove for Darien's portion of any work, including, but not limited to surveying, geotechnical investigations, design, material testing, and construction, one hundred percent (100%) of the total costs for work related to its improvements within thirty (30) days of receipt of an invoice. Downers Grove shall provide copies of the pay applications to Darien for Darien's approval prior to making any payments to the contractor; such approval shall not be unreasonably withheld by Darien.

7. Upon completion of the Resurfacing Project, Darien shall continue to be responsible for maintenance, upkeep and repairs for the portion of Williams Street located within the Darien Knottingham Area.

8. This Agreement represents the entire agreement between the parties. This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.

9. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between Downers Grove and Darien shall be DuPage County, Illinois.

10. Any statement or writing to be presented to a Party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other Party, and shall be deemed presented on date of postmark.

11. If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date first written above.

CITY OF DARIEN

VILLAGE OF DOWNERS GROVE

Mayor

Mayor

ATTEST:

ATTEST:

City Clerk

Village Clerk



75TH ST

FLORENCE AVE

ELIZABETH LN

77TH ST

WILLIAMS ST

SHERWOOD CT

QUEENS CT

BAMBRIDGE DR

KNOTTINGHAM LN

MARIE DR

ROHRER DR

MANNING RD



CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014